

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-04**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE, IN RELATION TO CERTAIN COUNTY-OWNED PROPERTY LOCATED ADJACENT TO THE OCONEE COUNTY MAGISTRATE’S OFFICE LOCATED AT 1600 E. MAIN STREET, WESTMINSTER, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to lease real property and to make and execute contracts;

**WHEREAS**, the County currently desires to execute and enter into a Real Property Lease Agreement (the “Lease”) with the Rosa Clark Medical Clinic Association, Inc. (“Lessee”), in relation to certain real property, including all improvements thereon, as shown on Exhibit A attached hereto (the “Premises”);

**WHEREAS**, Lessee desires to use the Premises for the provision of health care services, including free and subsidized services, and conducting activities related thereto;

**WHEREAS**, the Premises is suitable for the uses proposed by Lessee; and,

**WHEREAS**, the Oconee County Council (the “Council”) has reviewed the form of the Lease, attached hereto as Exhibit B, and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW, THEREFORE**, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit B attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

Passed and approved: \_\_\_\_\_, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: February 21, 2023

Second Reading:

Public Hearing:

Third Reading:

EXHIBIT A

[See Attached]

EXHIBIT B

[See Attached]



February 8, 2023

Oconee County Council  
415 S. Pine Street  
Walhalla, SC 29691

VIA EMAIL ONLY THROUGH COUNTY ADMINISTRATOR AMANDA BROCK

Dear Councilmembers:

It is with appreciation for the work of the Rosa Clark Medical Clinic that I provide this letter of support for its request of a lease on the empty building owned by Oconee County located behind the Oconee County Magistrate's Office at 1600 E Main Street, Westminster, SC 29693. The Westminster City Council was briefed about this opportunity at its January 10, 2023 City Council Meeting in executive session. The City Council conveyed its ardor and harmoniousness for a Rosa Clark Clinic satellite at this site.

Rosa Clark Health Center is an Oconee County organization that has been providing health care to people with low income and people who are uninsured or underinsured since 1982. Rosa Clark provides primary care, mental health services, dental services, and pharmacy services - all on a sliding fee scale. Last year Rosa Clark served 3,865 patients, with 447 of those being residents of the Westminster area.

Last year, Rosa Clark received a grant for \$532,000 to increase its capacity and infrastructure. The Rosa Clark Board of Directors has unanimously agreed to use this federal grant to open a satellite office in Westminster, recognizing the tremendous gap in services and lack of access to health care in this part of Oconee County. With this empty county building, Rosa Clark could put this federal grant money into Westminster and provide life sustaining health care services and medications.

Please accept this encouragement to act forthwith, favorably and generously.

Sincerely,  
  
Kevin Bronson  
City Administrator

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2023-01**

A RESOLUTION APPROVING AND AUTHORIZING OCONEE COUNTY'S CONSENT TO THE EXTENSION OF A LEASE AGREEMENT BETWEEN CARRA H. ORR (WITH GLORIA FAYE ORR BASHON, GLENDA O. BROCK, SUSAN O. WEST, AS NECESSARY) AND HUBBARD PAVING AND GRADING, INC.; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, to acquire and convey real property and to enter into contracts;

**WHEREAS**, County is a party to that certain Purchase and Sale Agreement, dated January 27, 2017, with Carra H. Orr, Gloria Faye Orr Bashon, Glenda O. Brock, and Susan O. West (collectively "Sellers"), whereby County has contracted to purchase ten (10) parcels of real property from Sellers over the course of ten (10) years;

**WHEREAS**, the ten (10) parcels are generally reflected on Exhibit A to this Resolution;

**WHEREAS**, County has thus far purchased parcels numbered 1, 2, 3, 4, 5, and 7 on Exhibit A, and is scheduled to purchase the remaining parcels by May of 2026;

**WHEREAS**, Parcel 9 on Exhibit A is scheduled to be purchased by County in 2025 and is subject to a lease agreement ("Lease") between Sellers and Hubbard Paving and Grading, Inc. ("Lessee"), a copy of which is attached hereto as Exhibit B, by the terms of which Lessee may extend the Lease term for a fifteen (15) year period, ending November 30, 2040;

**WHEREAS**, Sellers and Lessee desire to enter into an extension of the Lease to reflect the extended Lease term, and they seek County's consent to such extension as the prospective future owner of Parcel 9; and

**WHEREAS**, County is willing to consent to the extension, and the parties have reduced their agreement to writing, as reflected on the lease extension agreement ("Agreement"), attached hereto as Exhibit C.

**NOW, THEREFORE, BE IT RESOLVED**, by the Oconee County Council as follows:

Section 1. Extension Approved. The Lease extension is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit C, with only such changes as are not materially adverse to the County.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which may

be necessary or incidental to the Lease extension and to execute and deliver any such documents and instruments on behalf of the County.

Section 3.     Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4.     General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**APPROVED**, effective as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
John Elliott  
Chairman of County Council

ATTEST:

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

**Exhibit A**

[Attached]



**Exhibit B**

[Attached]

**Exhibit C**

[Attached]



4. Lessee, by its signature below, confirms receipt of Purchaser's "Procedure for Blast Warning Signal," a copy of which is attached hereto as Exhibit C.
5. The Lease, as amended hereby, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives, and assigns, subject to all of its terms and provisions.
6. This First Amendment to the Lease may be executed in several counterparts or counterpart signature pages and, as so executed, shall constitute the Agreement binding on all parties hereto notwithstanding that all parties have not physically signed the signature page of the original or the same counterpart.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_

LESSOR

\_\_\_\_\_  
 Carra H. Orr

LESSEE: Hubbard Paving and Grading, Inc.

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_, President

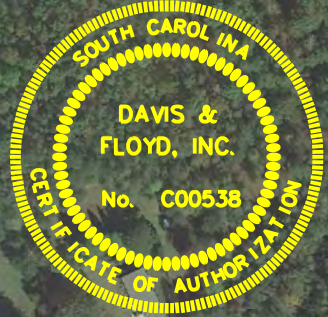
PURCHASER: Oconee County, SC

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

FILE: H:\Jobs\Even\100-00\Isa\Rock Crusher Road\Property Exhibit\_13453-04.dgn  
 PLOTTED: 11/11/2016

NOTE:  
 THE EXTERIOR BOUNDARY WAS TAKEN FROM PLAT BOOK P38-8 WHICH IS  
 RECORDED IN THE OCONEE COUNTY REGISTER OF DEEDS OFFICE. NO FIELD  
 WORK WAS DONE BY DAVIS AND FLOYD TO PREPARE THIS EXHIBIT.



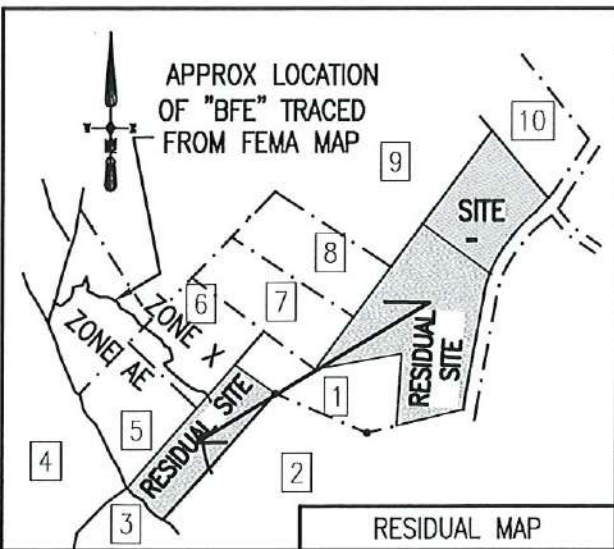
**DAVIS & FLOYD**  
 SINCE 1954  
 WWW.DAVISFLOYD.COM

OWNER	OCONEE COUNTY
LOCATION	WALHALLA, SOUTH CAROLINA
PROJECT TITLE	ROCK QUARRY PLAT EXHIBIT

DRAWING TITLE	SITE PLAN EXHIBIT
---------------	-------------------

DESIGNED	J. POOLE	CHECKED	B. ROBERTSON
DRAWN	A. BUCHANAN	APPROVED	B. ROBERTSON
JOB NO.	13453.04	DATE	NOVEMBER 2016

**EXH-1**  
 1 OF 1



ADJACENT PROPERTY OWNERS TABLE		
1	TMS# 190-00-03-065	OWNER NOT LISTED
2	TMS# 190-00-03-035	RAY HARVEY
3	TMS# 204-00-02-016	SUSAN BRAMLETT & H. J. WILSON
4	TMS# 204-00-02-013	JOHN L. COX
5	TMS# 190-00-03-064	OCONEE COUNTY
6	TMS# 190-00-03-062	OCONEE COUNTY
7	TMS# 190-00-03-059	OCONEE COUNTY
8	TMS# 190-00-03-058	OCONEE COUNTY
9	TMS# 190-00-03-033	OCONEE COUNTY
10	TMS# 190-00-01-028	OCONEE COUNTY

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	175.27	636.63	15°46'25"	S44°23'04"W	174.71
C2	151.47	597.64	14°31'16"	S27°53'20"W	151.06

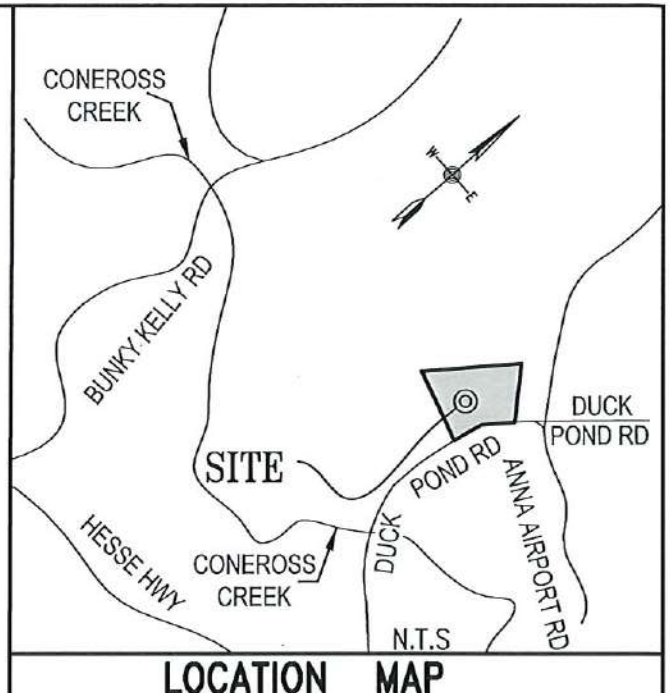
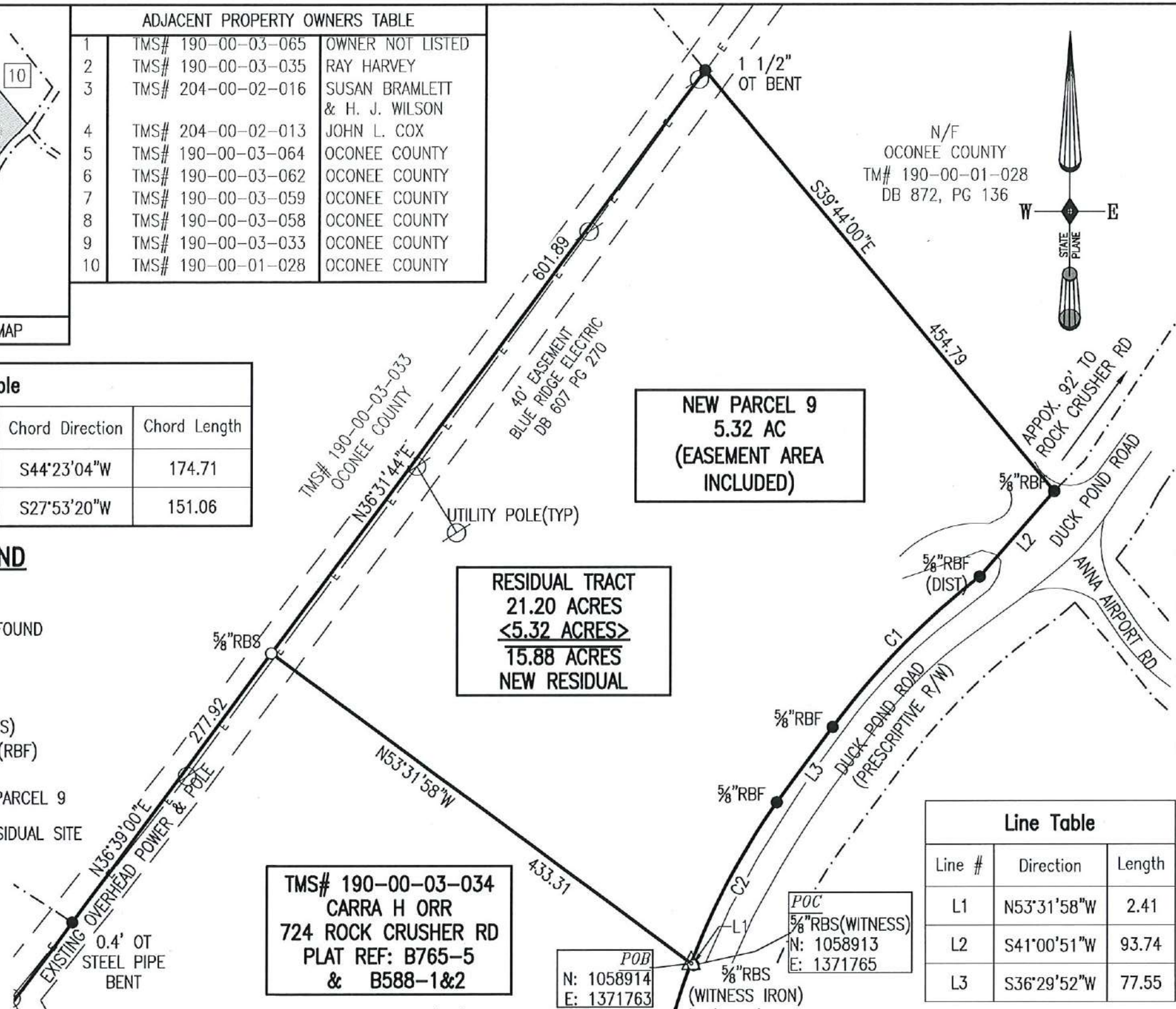
**ABBREVIATIONS LEGEND**

RBS 5/8" REBAR SET  
 RBF REBAR FOUND  
 OTPF OPEN TOP PIPE FOUND

**SYMBOLS LEGEND**

○ 5/8" REBAR SET (RBS)  
 ● 5/8" REBAR FOUND (RBF)  
 △ CALCULATED POINT

▨ NEW PARCEL 9  
 ▩ NEW RESIDUAL SITE



- GENERAL NOTES:**
1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TMS#190-00-03-034 AND TO TRANSFER 5.32 ACRES FROM CARA H. ORR TO OCONEE COUNTY.
  2. THIS PLAT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
  3. ACCORDING TO FEMA FIRM MAP: #45073C0305C PANEL NUMBER: 305 OF 505 DATED: SEPTEMBER 11, 2009, PARCEL 9 IS NOT IN A FLOOD PLAIN.
  4. THIS PLAT WAS PREPARED USING CURRENT DEEDS AND PLATS OF RECORD. A TITLE SEARCH WAS NOT PERFORMED OR PROVIDED AS PART OF THIS SURVEY.
  5. DISTANCES AS SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (NAD 83/2011).

Line Table		
Line #	Direction	Length
L1	N53°31'58"W	2.41
L2	S41°00'51"W	93.74
L3	S36°29'52"W	77.55

**SUBDIVISION PLAT**  
 FOR A PORTION OF TAX MAP NUMBER  
**190-00-03-034 (21.20 ACRES)**  
 CREATING  
**TRACT 9 (5.32 ACRES)**  
 PREPARED FOR  
**OCONEE COUNTY**  
 LOCATED IN  
 OCONEE COUNTY, SOUTH CAROLINA  
 BY  
**DAVIS & FLOYD**  
 SINCE 1954  
 1319 HIGHWAY 72-221 EAST  
 GREENWOOD, SOUTH CAROLINA 29649

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

**JEFFREY W. POOLE**  
 PROFESSIONAL LAND SURVEYOR  
 NO. 18267

**DAVIS & FLOYD, INC.**  
 CERTIFICATE OF AUTHORIZATION  
 No. C00538

12-5-22

SURVEYOR J. POOLE	CHECKED J. POOLE	JOB NO. 13912-04
DRAWN M. MONTGOMERY	APPROVED J. POOLE	SURVEY: 11/01/2022 PLAT: 12/05/2022
NO.	REVISED	CHK. DATE





**Section 2.2. Optional Term:** In further consideration of the rental as herein provided, the Lessee shall have the option to renew the Lease for an additional fifteen (15) year period, that is, commencing on the 1<sup>st</sup> day of December, 2025, and ending on the 30<sup>th</sup> day of November, 2040, under the same and identical terms excepting only the right to renew. This option is conditioned upon the Lessee's full and faithful performance of its obligations, promises and covenants under the Lease and is further conditioned upon the Lessee giving to the Lessor notice of its intention to exercise its option to renew, in writing, on or before the 30<sup>th</sup> day of June, 2025.

**Section 2.3. Cancellation:** Notwithstanding any other provision of this Section, either party shall have the right to accelerate the termination of this Lease by giving the other notice, in writing, three hundred sixty-five (365) days prior to the date of earlier termination.

### **PART III. RENTAL.**

The Lessee agrees to pay to the Lessor, as rental for the premises, the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS per lease year, unless otherwise adjusted as hereafter provided, to be paid in advance on or before the 1<sup>st</sup> day of December, 2010, and on a like date of each year thereafter during the term of the Lease or extension thereof. At any time after the expiration of the first thirty (30) months of the lease term, if inflation has risen to a level of ten (10%) percent or more from the inception of the lease term, the annual rental shall be increased by ten (10%) percent or FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per year with the rental for the remainder of the year in which the rent is raised to be prorated accordingly. Should either party exercise the right of earlier termination as provided in **PART II, Section 2.3** hereof, the rental shall be prorated to the date of the



surrender of the premises by the Lessee to the Lessor in the manner and under the conditions as set forth herein.

**PART IV. USE OF THE PREMISES.**

It is expressly declared by the parties that the Lessee has erected upon the premises an asphalt mixing plant, buildings, machinery and equipment and that additional buildings, plant and equipment may from time to time at Lessee's option, be constructed or erected on the premises, all of which shall be considered "trade fixtures" unless otherwise agreed to, in writing, by the parties.

**Section 4.1.** The Lessee agrees to operate the asphalt plant in such a manner as to prevent the same or its operation from becoming a private or public nuisance, and, further, such operation shall be in conformity and compliance with state, county and federal statutory law as well as regulations, rules, standards and guidelines of all agencies regulating the operation of asphalt plants and similar facilities, including, but not limited to, the South Carolina Department of Health and Environmental Control, EPA and OSH.

**Section 4.2. Restoration of the Premises upon Termination:** At the end of the rental term or any extension thereof or in the event there is earlier termination, should the Lessee not be in violation or in breach of any of the terms and conditions of the Lease, it shall be permitted a period of one (1) year in which to remove its personal property and trade fixtures from the premises, including all stored materials and petroleum storage tanks located thereon, and shall, as nearly as possible restore the grade and topography of the property to the same condition as found and fertilize and plant the same in all cleared areas with grass or other appropriate vegetation.

**Section 4.3. Toxic Wastes:** The Lessee agrees not to allow the soil of the premises to be effused or contaminated by petroleum or petroleum products or any

other substance or substances which are now or may be hereafter classified by appropriate regulatory authority as a toxic or dangerous substance, and the Lessee agrees, even beyond the term of the Lease, to protect and save harmless the Lessor from any claim, suit or action, and expense in removing toxic or dangerous substances from the premises which were cast or stored thereon by the Lessee, its agents or employees.

**PART V. ADDITIONAL COVENANTS, PROMISES AND OBLIGATIONS OF THE LESSEE.**

A. To use and employ the premises at all times according to and under the conditions of this agreement.

B. To pay the rental in a timely manner as provided herein.

C. To maintain, at its own expense, public liability insurance insuring against loss occasioned by injury to persons or damage to property of those persons coming upon the premises in the minimum amount of FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS per incident. The policy of insurance shall be maintained throughout the term of the Lease or any renewal thereof and shall include, as an additional named insured, the Lessor.

**PART VI. ADDITIONAL COVENANTS, PROMISES AND OBLIGATIONS OF THE LESSOR.**

A. To allow the Lessee quiet and peaceful possession of the premises as long as the Lessee does not violate the terms and conditions of the Lease.

B. To pay all taxes and assessments as may be levied on the premises, provided however, that the Lessee shall be responsible for any *ad valorem* taxes or assessments levied on the plant, building or facilities erected by the Lessee, the

Lessor's obligation being limited to pay those taxes upon the "unimproved" premises only.

**PART VII. MUTUAL PROMISES AND COVENANTS OF THE LESSOR AND LESSEE.**

**Section 7.1. Remedy on Breach:** If the Lessee shall breach any of the terms of this Lease, including but not limited to, the failure to pay the rental within twenty (20) days after the same is due, then, in such an event, the Lessor shall have the right to re-enter and retake the possession of the leased premises and all rights of possession of the Lessee shall end. The Lessee shall have the right to exercise those rights granted to Lessors and Lessees under the statutory laws of this State, including the right to relet the premises under such terms and conditions as the Lessor may be able to effect, and the Lessee shall remain responsible for any and all loss of rentals suffered by the Lessor by reason of the breach of this agreement and Lease. Additionally, the Lessee shall be responsible for reasonable attorney fees and court costs incurred by the Lessor in the enforcement of the Lessee's obligations hereunder in addition to any other damages which the Lessor may be entitled to recover from the Lessee.

**Section 7.2. Acknowledgement and Binding Effect:** Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs, successors and assigns, during the term created herein. The parties acknowledge that their mailing address is to be as noted beneath their signatures, and that all notices required under the terms of this Lease by reason of the statutory laws of the State of South Carolina shall be delivered when mailed to that address with proper postage affixed.

TO ALL OF WHICH THE PARTIES HAVE HERETOFORE AGREED  
AND IN WITNESS WHEREOF have placed their Hands and affixed their Seals  
this day and date first above written.

Signed, Sealed and Delivered  
in the Presence of:

Mike Whitney  
Sandra L. Lee

Carra H. Orr (SEAL)  
CARRA H. ORR, LESSOR

LESSOR'S ADDRESS:  
724 Rock Crusher Road  
Walhalla, SC 29691

REX  
Sandra L. Lee

HUBBARD PAVING AND GRADING, INC.  
BY: David G. Hubbard (SEAL)  
David G. Hubbard, President for LESSEE

LESSEE'S ADDRESS:  
224 Ridge Road  
Westminster, SC 29693

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

I, SANDRA L. LEE, a Notary Public for South Carolina, do hereby certify that CARRA H. ORR, LESSOR, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3<sup>rd</sup> day of SEPTEMBER, 2010.

Sandra L. Lee (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 4/5/2016

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

I, SANDRA L. LEE, a Notary Public for South Carolina, do hereby certify that DAVID G. HUBBARD AS PRESIDENT OF HUBBARD PAVING AND GRADING, INC., LESSEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1<sup>st</sup> day of SEPTEMBER, 2010.

Sandra L. Lee (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 4-5-2016

EXHIBIT C

**Oconee County Rock Quarry Procedure for Blast Warning Signal**

- ❖ **Prior to sounding the first warning signal, call the neighbors to inform them about the blasting time**
- ❖ **Stop/Finish Loading Trucks, and clear the trucks from the Scale area**
- ❖ **Hold all other incoming trucks into the appropriate area, usually by the fence beside the entrance or the area behind the material stockpiles in the processing area**
- ❖ **Ensure that everyone onsite is in a safe location, evacuating anyone who may be in danger**
- ❖ **One (1) - twenty second siren blast signal is then given followed by a five (5) minute hold**
- ❖ **During the five (5) minute hold, the following things are verified by member of management in control of the Quarry at that time:**
  - **check employee placement**
  - **check to see that everyone is clear from the shot face, pit, old or new shop, office, and any other area deemed necessary**
  - **stop traffic flow into the quarry and on the streets (Duck Pond Rd and Rock Crusher Rd)**
- ❖ **Three (3) – fifteen second blast signals will then be sounded on the siren, followed by a one-minute hold**
- ❖ **Prior to shot, the blaster in charge will give the firing command ("fire in the hole").**
- ❖ **After "All Clear" is given by the blaster in charge, one (1) fifteen second signal will be sounded on the siren or horn.**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2023-02**

**A RESOLUTION (1) ACKNOWLEDGING THE LAPSE OF THE DEVELOPMENT AGREEMENT BETWEEN OCONEE COUNTY AND KEOWEE RIVER PRESERVATION GROUP, LLC, DATED SEPTEMBER 28, 2010 (THE “AGREEMENT”) AND (2) APPROVING AND AUTHORIZING OCONEE COUNTY’S CONSENT TO THE FORMAL TERMINATION OF THE AGREEMENT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to the South Carolina Local Government Development Agreement Act, S.C. Code § 6-31-10, *et seq.* (the “Act”), Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), entered into a Development Agreement with Keowee River Preservation Group, LLC, a copy of which is attached hereto as Exhibit A;

**WHEREAS**, consistent with the terms of the Agreement and the provisions of the Act, the Agreement has lapsed by operation of time;

**WHEREAS**, Green Shore Development, LLC has purchased the property that is the subject of the Agreement from Keowee River Preservation Group, LLC and is its successor in interest; and

**WHEREAS**, County, Keowee River Preservation Group, LLC, and Green Shore Development, LLC desire to memorialize the lapse of the Agreement and make formal its termination.

**NOW, THEREFORE, BE IT RESOLVED**, by the Oconee County Council (“Council”) as follows:

Section 1. Lapse of Agreement. Council finds that the Agreement has lapsed by operation of time, consistent with the terms of the Agreement and the provisions of the Act.

Section 2. Termination Agreement Approved. The Termination of Development Agreement, attached hereto as Exhibit B, is hereby approved, and the County Administrator is authorized to execute the same in substantially the same form as Exhibit B, with only such changes as are not materially adverse to the County.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which may be necessary or incidental to the Termination of Development Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4.     Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 5.     General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**APPROVED**, effective as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
John Elliott  
Chairman of County Council

ATTEST:

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council



**Exhibit A**

[Attached]

**Exhibit B**

[Attached]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is entered into this 20th day of September, 2010 (the "Effective Date") by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and **KEOWEE RIVER PRESERVATION GROUP, LLC**, a South Carolina limited liability company ("Developer"). The County and Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Developer is the owner of the Property (as hereinafter defined);

WHEREAS, the County will benefit from the development of the Property through the expansion of its tax base, the addition of needed infrastructure and the certainty and control of growth within the Property;

WHEREAS, this Agreement provides for the vesting of certain property rights and protects such rights from the effect of subsequently enacted laws and provides a reasonable certainty to the Parties as to the lawful requirements that must be met in the development of the Property;

WHEREAS, the Act (as hereinafter defined) authorizes the County to enter into binding development agreements with persons or entities intending to undertake any development on real property containing twenty-five acres or more of highland and having a legal or equitable interest in the real property to be developed;

WHEREAS, the Parties hereto seek predictability in the development process for the Property so as to encourage the maximum efficient utilization of resources at the least economic cost to the public;

WHEREAS, public benefits and facilities will be derived from this Agreement;

WHEREAS, the Parties' willingness to agree in advance to the general development process for the Property serves to foster and facilitate the cooperation and coordination of the requirements and needs of the Parties;

WHEREAS, the Oconee County Council has adopted County Ordinance No. 2010-09 establishing procedures and requirements for considering and entering into site specific development agreements (the "Development Agreement Ordinance for Oconee County, South Carolina");

003667

70<sup>00</sup>  
Wynke Burgess  
PO Box 728  
Duerville, SC  
29602

2010 SEP 30 P 1:41  
FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

WHEREAS, pursuant to the Act, the County conducted public hearings regarding its consideration of this Agreement on May 17, 2010 and July 20, 2010, after notice of such public hearings was duly published and announced in accordance with the Act; and

WHEREAS, the Council adopted Ordinance No. 2010-10 on July 20, 2010 determining that this Agreement is consistent with the County's Comprehensive Plan (as hereinafter defined), the Act and current regulations of the County and approving the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1: General Definitions**

1.1 **Definitions:** For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise:

A. "Act" means the South Carolina Local Government Development Agreement Act, codified as S. C. Code Ann. § 6-31-10 *et seq.*, as amended.

B. "Code" means the South Carolina Code of Laws, 1976, as amended.

C. "Comprehensive Plan" means the County's current master plan, commonly known as the County's Comprehensive Plan, adopted pursuant to Code Sections 6-7-510, *et seq.*, 5-23-490, *et seq.* or 4-27-600 and the official map adopted pursuant to Code Sections 6-7-1210, *et seq.*, including any amendments adopted subsequent thereto, but prior to the adoption of this Agreement.

D. "Council" means the Oconee County Council.

E. "Development Permit" means and includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or other official action of the County having the effect of permitting the development of the Property.

F. "Keowee River Community Development Standards" means the development standards applicable to the Property set forth in the attached **Schedule 3** hereof, incorporated by reference herein.

G. "Land Development Regulations" means ordinances and regulations enacted by the Council for the regulation of any aspect of development and includes any zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of the Property.

H. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules adopted by the County affecting the development of property and includes laws governing permitted uses of property, governing density, and

governing design, improvement, and construction standards, except as provided in Code Section 6-31-140(A).

I. "Planning Commission" means the Oconee County Planning Commission established pursuant to Code Sections 4-27-510, 5-23-410 or 6-7-320.

J. "Property" means the real property described in the attached **Schedule 1** hereof, incorporated by reference herein, and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

K. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educations, parks and recreational, and health systems and facilities.

1.2 **Other Terms:** Terms not otherwise defined in this Agreement have the meanings set forth in the Comprehensive Plan or the Act. Other terms may be defined throughout this Agreement.

1.3 **Recitals:** The Recitals set forth above, the Legislative findings set forth in Code Section 6-31-10, and all schedules attached to this Agreement are incorporated fully herein by reference as if they were set out in this Agreement in their entirety and are a part and parcel of this Agreement.

## **ARTICLE 2: Major Terms of the Agreement.**

2.1 **Legal Description of the Property and Owner's Name.** The Property subject to this Agreement currently consists of approximately 774 acres  $\pm$ , including more than 250 acres of highland. The legal description of the Property subject to this Agreement is attached hereto as **Schedule 1**. The name of the legal and equitable owner of the Property is **Keowee River Preservation Group, LLC**, a South Carolina limited liability company.

2.2 **Term.** The term of this Agreement begins on the Effective Date and ends ten (10) years from the Effective Date (the "Termination Date"); provided, however, pursuant to Code Section 6-31-60(A)(2), the County and the Developer are not precluded from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

2.3 **Property Uses and Adoption of Keowee River Community Development Standards.** The uses permitted on the Property include residential uses, commercial uses and all other currently permitted uses applicable to the Property under County Laws and County Land Development Regulations in effect as of the Effective Date (collectively, the "Pre-Approved Uses"). The Pre-Approved Uses shall remain on the Property during the duration of the term of this Agreement and shall not be changed or altered by the County without the consent of the Developer, or its successors and/or assigns. Developer hereby discloses to the County that the Property is subject to those certain General Deed Restrictions set forth in that certain Special Warranty Deed from Crescent Resources, LLC, as Grantor, to Developer, as Grantee, dated

March 30, 2009 recorded on April 2, 2009 in Deed Book 1711 at Page 226 in the records of the Oconee County Register of Deeds, and a copy of the said General Deed Restrictions are attached hereto as **Schedule 2**. The County hereby adopts and approves the Keowee River Community Development Standards with respect to the development of the Property. Subject to the terms of the Act, the Laws applicable to the development of the Property are those Laws in force on the Effective Date of this Agreement. To the extent of any conflict between the County's Comprehensive Plan, the County's Land Development Regulations, the County's Laws and the Keowee River Community Development Standards, the terms and conditions of the Keowee River Community Development Standards shall control to the extent permitted by law. The County agrees to issue any Development Permit necessary for the development of the Property so long as any submittal by Developer for a Development Permit complies with the Keowee River Community Development Standards, and the procedures and requirements of the County's development standards, Land Development Regulations and Laws in effect as of the Effective Date otherwise applicable for County permits. Developer agrees that the Property and the development of the Property shall be subject to the terms and conditions of the Keowee River Community Development Standards and that otherwise all County Land Development Regulations in effect on the Effective Date shall apply. It is specifically acknowledged and agreed that, to the extent permitted by law, any development standards, Land Development Regulations and Laws adopted, modified and/or amended by the County after the Effective Date shall not be applicable to the Property without the prior written consent of Developer, which consent may be withheld by Developer in Developer's sole discretion.

**2.4 Description of Public Facilities.** To the extent any Public Facilities are needed in connection with the development of the Property, Developer shall be responsible for the initial construction of such Public Facilities that will service the development of the Property. Developer shall have the right, but not the obligation, to dedicate or convey to the County any Public Facilities constructed on the Property, and if the Developer exercises this right with respect to one or more Public Facilities constructed on the Property by Developer, the County Council may consider whether or not to accept a conveyance and/or dedication of any such Public Facilities, but only as to Public Facilities which it is legally allowed to own and operate, and using the same policies, criteria and procedures which it uses for the dedication and acceptance of other public facilities, based on the County's development standards, Land Development Regulations and Laws in effect as of the Effective Date. Subject to the terms of the Keowee River Community Development Standards, from and after the dedication or conveyance of a Public Facility to the County, the County shall be responsible thereafter for the repair, maintenance and replacement of such conveyed and/or dedicated Public Facility.

**2.5 Preservation of Environmentally Sensitive Property.** In the development of the Property, the Developer will protect, as required only by applicable law in effect as of the Effective Date, any environmentally sensitive areas of the Property, including any or all areas falling under the jurisdiction of any state or federal agencies.

**2.6 Description of Local Development Permits.** Developer acknowledges and agrees that Developer must obtain certain local development and other regulatory permits for the development of the Property, and the parts therein. Such permits may include, but are not limited to: land use permits, zoning permits, grading permits, plat approvals (preliminary,

conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, water and/or sewer development contracts and utility construction and operating permits. The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer, or their assigns, of the necessity of complying with all laws governing the requirements, conditions, terms and or restrictions of applicable permits, subject to the terms of Section 2.3 of this Agreement.

2.7 **Consistency with Comprehensive Plan, the Act and Current Regulations.** As required by Code Section 6-31-60(A)(7), the County finds that development of the Property as permitted by this Agreement is consistent with the County's Comprehensive Plan, the Act and the County's Land Development Regulations in effect on the Effective Date.

2.8 **Terms Required for the Health, Safety and Welfare of the Citizens of Oconee County.** As required by Code Section 6-31-60(A)(8), the County finds that the conditions, terms, restrictions and other requirements contained in this Agreement are sufficient to protect the public safety and welfare of the County's citizens and no additional conditions, terms, restrictions or other requirements are necessary for the protection of the health, safety and welfare of the citizens.

2.9 **Preservation of Historic Sites.** As required by Code Section 6-31-60(A)(9), in the development of the Property, the Developer will preserve any historic structures, including any structures within the Property listed or deemed to be eligible for listing by the State Historic Preservation Office (SHPO) or the Advisory Council on Historic Preservation.

2.10 **Development Schedule.**

A. **Commencement of Development.** The development of the Property shall be deemed to commence on the date the County approves one or more site development plans for the Property or a portion of the Property.

B. **Completion Date of Development.** The development of the Property should be substantially completed, i.e. all necessary infrastructure constructed and/or in place to serve the intended uses for the development, on or before a date that is ten (10) years after the Effective Date. Nothing in this section shall be interpreted to extend the term of this Agreement. However, the failure to achieve substantial completion shall not in and of itself constitute a material breach of this Agreement, but must be judged based upon the good faith efforts of the Developer as well as the totality of the circumstances, including without limitation market conditions.

C. **Schedule for Development and Interim Completion Dates.** A specific schedule for the development of the Property shall be determined at the time of submittal of a site specific development plan(s) by the Developer of the Property or portion of the Property pursuant to the terms herein. However, in no event shall the completion date(s) for the development of the Property exceed ten (10) years after the Effective Date hereof. The County will require interim completion dates for the development of the Property which require that certain phases or components of the development be achieved within certain interim time periods at no greater

than five (5) year intervals. The County and Developer anticipate that the following percentages of development of the Property to be completed at the following interim periods:

<b>Year After Effective Date</b>	<b>% Completed</b>
5	25%
10	100%

2.10 **Vested Rights.** Subject to the Act and the terms of this Agreement, all rights and prerogatives accorded to Developer by this Agreement will constitute vested rights for the development of the Property pursuant to the terms herein and approved by the County; such vesting, upon approval of the County, will pertain to all those rights and prerogatives afforded by the Laws. The County agrees that Developer, upon receipt of its Development Permits required herein, may proceed to develop the Property according to the terms and conditions of this Agreement and the site specific development plan(s) approved by the County. Further, this Agreement does not abrogate any rights either preserved by the Act or that may have vested pursuant to common law and otherwise in the absence of this Agreement.

2.11 **Law in Effect as of the Effective Date Governs Development of Property.** Subject to the terms of the Act, the Laws applicable to the development of the Property are those in force on the Effective Date of this Agreement.

2.12 **Public Hearings; Notice and Publication.** The County represents that prior to entering into this Agreement, the County conducted the requisite public hearings, notice requirements, and any other procedures or statutory mandates in full compliance with (i) Code Section 6-31-50, (ii) other provisions of the Act, and (iii) any other applicable statutory or regulatory requirements, ordinances, and laws, and by the execution hereof finds that this Agreement complies with all such requirements.

2.13 **Dispute Resolution.** In the event of a dispute between the Parties as to whether a provision in the County's Comprehensive Plan, the Act or current Land Development Regulations is inconsistent with express or implied provisions of this Agreement, the Parties must first submit such disputed interpretation to the Council and shall wait ten (10) business days after such submittal before invoking the remedies afforded under this Agreement.

### **ARTICLE 3: Periodic Review; Breach and Cure**

3.1 **Periodic Review.** At intervals of twelve (12) months, the County's zoning administrator, or if the County has no zoning administrator, an appropriate officer of the County designated by the Council, shall review the progress of the development of the Property to ensure compliance with the Agreement. At the time of the reviews, Developer must demonstrate good faith compliance with the terms of the Agreement and must fully cooperate with such administrator or officer during such review.

3.2 **Breach and Cure by Developer.** If, as a result of a periodic review conducted pursuant to the preceding paragraph, the County finds and determines, at its sole but reasonable discretion,



that Developer has committed a material breach of the terms or conditions of the Agreement, including its schedules, or the site specific development plan(s) approved by the County, as may be amended from time to time, the County shall serve upon the Developer written notice, within a reasonable time after the periodic review, setting forth with reasonable particularity the nature of the breach and facts supporting the finding and determination, and providing the Developer a reasonable time in which to cure the breach. If the Developer fails to cure the breach within the time given, then the County unilaterally, in its sole and absolute discretion, may terminate this Agreement; provided, that the County has first given the Developer the opportunity:

- (1) to rebut the finding and determination; or
- (2) to consent to amend the Agreement and/or the site specific development plan(s) approved by the County to meet the concerns of the County with respect to the findings and determinations.

Failure of the Developer to meet a commencement or completion date may not constitute a material breach of the Agreement if the Developer provides sufficient documentation to the County that it is without fault for such failure and the Developer is proceeding, in good faith and with all diligence, with its efforts to comply

Any default by one Party hereunder, shall only be a default as to that specific Party and will not result in a default of the entire Agreement by all Parties.

3.3 **Non-Performance and Cure by County.** In the event that the County fails to perform any material terms or conditions of this Agreement (the "Non-Performance"), the Developer shall serve upon the County written notice of the alleged Non-Performance, setting forth with reasonable particularity the nature of the Non-Performance and the facts supporting such determination, and provide sixty (60) days for the County to cure the Non-Performance (the "Cure Period"). In the event more than sixty (60) days is needed by the County to cure the Non-Performance, the County shall be afforded additional reasonable time to cure the Non-Performance so long as the County is making good-faith efforts at curing the Non-Performance.

The County's failure to cure the Non-Performance within the Cure Period, including any additional time afforded the County to cure the Non-Performance, shall not provide a basis for terminating this Agreement but, instead, shall provide a basis for Developer to seek actual damages and/or specific performance of this Agreement from a South Carolina Court of competent jurisdiction with venue being in Oconee County, South Carolina, which shall be the Developer's sole remedy.

#### **ARTICLE 4: Miscellaneous**

4.1 **Recordation.** The Developer agrees to record this Agreement with the Oconee County Register of Deeds within fourteen (14) days after its full execution thereof as required by Code Section 6-31-120.

4.2 **Priority.** The Developer hereby represents and warrants that this Agreement, upon its recordation, shall not be subordinate to any encumbrances of any kind, including mortgage liens, mechanics liens, tax liens, and judgments.

4.3 **Partial Invalidity.** If any part, clause or provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall be given such construction as to permit it to comply with the requirements of all applicable laws and the intent of the Parties hereto.

4.4 **Waiver.** A Party's waiver of a breach of any term of this Agreement shall not be constituted as a waiver of any subsequent breach of the same or another term contained in the Agreement. A Party's subsequent acceptance of performance by the other Party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

4.5 **Governing Law.** This Agreement is governed by and subject to the terms and provisions of the Act. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of South Carolina.

4.6 **Entire Agreement.** This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, expressed or implied, oral or written.

4.7 **Amendment.** The following rules apply to any amendments to the Agreement and the site specific development plan(s) approved by the County:

1. the Agreement may be amended or cancelled in accordance with the Act by mutual written consent of the Parties;
2. if the amendment constitutes a major modification of the Agreement, the major modification may occur only after public notice and a public hearing by the County Council. For purposes of this section, a "Major Modification" means:
  - i. material change to the schedule of development set forth in this Agreement;
  - ii. Property use changes to any County-approved Property uses for the Property, or parts therein;
  - iii. any other significant deviation from the development of the Property as contained in this Agreement.
3. Developer may request a modification in the dates as set forth in this Agreement, and the terms of Code Section 6-31-60(B) shall govern such request.
4. Pursuant to Code Section 6-31-130, the Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or

regulations enacted after the Agreement is entered into which prevent or preclude compliance with one or more of the provisions of the Agreement.

4.8 **Successors in Interest/Assigns.** All burdens and obligations of this Agreement are binding upon and the benefits shall inure to the Parties hereto and to all successors in interest to the Parties and all assigns.

4.9 **Notices.** All notices hereunder shall be given in writing by certified mail, postage prepaid at the following addresses:

To the County:

Oconee County  
Attention: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

To Developer:

Keowee River Preservation Group, LLC  
PO Box 279  
Seneca, SC 29679

4.10 **Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties pursuant to and in accordance with the Act, only. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for the acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Developer constitutes "state action" for any purpose. Further, this Agreement is not intended to create, nor does it create, a relationship whereby one Party may be rendered liable in any manner for the debts or obligations of another Party, to any person or entity whatsoever, whether such debt or obligation arises under this Agreement or outside this Agreement. Further, this Agreement is not intended to create, nor does it create, rights for any third party beneficiary.

4.11 **Headings.** Headings used throughout this Agreement are for reference and convenience purposes only and have no binding effect and are not a part of this Agreement.

4.12 **Execution.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required, whether as originals or by facsimile copies of executed originals, with each part combined to constitute the whole document.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement to be effective as of the date set forth hereinabove.

**OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina

Robyn M Courtight  
Witness 1

[Signature]  
Witness 2 (Notary)

By: [Signature]

Its: COUNTY COUNCIL CHAIRMAN

**KEOWEE RIVER PRESERVATION GROUP, LLC**, a South Carolina limited liability company

[Signature]  
Witness 1

Sheila Sensley  
Witness 2 (Notary)

*my commission  
expired 5/22/2016*

By: [Signature]

Its: Manager

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2010 SEP 30 P 1:41

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named **Oconee County, South Carolina**, by REGINAUDT DEXTER, its COUNCIL CHAIRMAN, sign, seal and as both his act and deed deliver the within written Agreement and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Robyn Cooney  
Witness 1

Sworn to before me this  
28<sup>th</sup> day of September, 2010.  
[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 9-3-2012

(SEAL)



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named **Keowee River Preservation Group, LLC**, by Scott D. Vick, its Manager, sign, seal and as both his act and deed deliver the within written Agreement and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

J. Hedley White  
Witness 1

Sworn to before me this  
24 day of August, 2010.

Sheila J. Tinsley (L.S.)  
Notary Public for  
My Commission Expires: 5/22/2016

(SEAL)



## **LIST OF SCHEDULES**

SCHEDULE 1	Property – Legal Description
SCHEDULE 2	General Deed Restrictions
SCHEDULE 3	Keowee River Community Development Standards

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

TERMINATION OF DEVELOPMENT  
AGREEMENT  
(cross-reference: Book 1797, Page 4)

**THIS TERMINATION OF DEVELOPMENT AGREEMENT** (this “**Termination**”) is made and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by **OCONEE COUNTY, SOUTH CAROLINA** (“**Oconee County**”), **KEOWEE RIVER PRESERVATION GROUP, LLC**, a South Carolina limited liability company (“**KRPG**”), and **GREEN SHORE DEVELOPMENT, LLC**, a South Carolina limited liability company (“**Green Shore**”); each a “Party” and together, the “Parties” hereto.

**RECITALS**

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, codified at South Carolina Code of Laws Sections 6-31-10 through 160 (the “**Act**”), and by the Development Agreement Ordinance for Oconee County, codified at Sections 6-101 through 6-109 of the Oconee County Code of Ordinances (the “**Local Ordinance**”), Oconee County and KRPG entered into that certain Development Agreement recorded on September 30, 2010 in Book 1797, Page 4 of the records of the Oconee County Register of Deeds (the “**Development Agreement**”), for the development of approximately 773.70 acres (the “**Property**”);

WHEREAS, Green Shore has acquired, or is in the process of acquiring, the Property from KRPG and is, or will be, KRPG’s successor in interest;

WHEREAS, pursuant to Section 2.2 of the Development Agreement, the Development Agreement was to continue for a term of ten (10) years (the “**Term**”);

WHEREAS, pursuant to South Carolina Code of Laws Section 6-31-100, a development agreement may be cancelled by mutual consent of the parties;

WHEREAS, the Term of the Development Agreement has elapsed, and the Parties wish to mutually evidence the termination and cancellation of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and other mutual promises hereinafter set forth and other consideration, the receipt of which is hereby acknowledged and confessed, the Parties do hereby agree as follows:

1. **Incorporation**. The above recitals are incorporated herein by this reference as representations of the respective parties.

2. **Cancellation of Development Agreement**. Oconee County, KRPG, and Green Shore hereby agree the Agreement has lapsed by operation of time, is terminated, and all parts of the Development Agreement are cancelled.

*Signature Page Follows*



**IN WITNESS WHEREOF**, Oconee County has signed this Termination effective as of the Effective Date herein defined.

**Oconee County, South Carolina**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_, as \_\_\_\_\_ (title) of Oconee County, South Carolina

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, Keowee River Preservation Group, LLC has signed this Termination effective as of the Effective Date herein defined.

**Keowee River Preservation Group, LLC**, a South Carolina limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated \_\_\_\_\_, as \_\_\_\_\_ (title) of Keowee River Preservation Group, LLC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, Green Shore Development, LLC has signed this Termination effective as of the Effective Date herein defined.

**Green Shore Development, LLC**, a South Carolina limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_, as \_\_\_\_\_ (title) of Green Shore Development, LLC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

\_\_\_\_\_  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2023-03**

**A RESOLUTION REGARDING THE DUKE ENERGY  
EMERGENCY SIREN WARNING SYSTEM AND THE  
ACTIVATION THEREOF.**

**WHEREAS**, Duke Energy has installed a siren warning system known as the Duke Energy Emergency Siren Warning System (the “Siren System”), and activation of the System is, in part, under the control of Oconee County;

**WHEREAS**, the purpose of the Siren System is to provide potential threat and safety-related information, and to advise and protect the citizens of Oconee County through proper emergency preparedness; and

**WHEREAS**, it is necessary to ensure that only designated personnel have authority to activate the Siren System.

**NOW, THEREFORE, BE IT RESOLVED** by the Oconee County Council, in session duly assembled, with a quorum present and voting, that when time permits, an effort to consult with the entire County Council will be made before a decision is reached to activate the Siren System.

**HOWEVER**, realizing that most situations which would result in activation of the Siren System are of an emergency nature, where delay in activating the Siren System could result in injury to life and property, the following individuals, or their appropriate designees, are authorized to approve or request activation of the Siren System:

1. The Oconee County Emergency Management Director;
2. The Oconee County Sheriff;
3. The Oconee County Sheriff’s Chief Deputy;
4. The Communications/E-911 Director;
5. The Oconee County Administrator; and
6. The Oconee County Council Chair or Vice Chair.

**IN ANY EVENT**, should a situation arise that results in activation of the Siren System by any of the authorized individuals, a simultaneous effort shall be made to notify all of the above-named, along with the entire Oconee County Council.

**FURTHER**, it is deemed advisable to mention that activation of the Siren System is accomplished in conjunction with activation of the Emergency Alert System through the Common Program Control Station (LP-1) WFBC in Greenville, South Carolina.

**FURTHER**, it shall be the responsibility of the Oconee County Emergency Management Director to publish and supply each individual authorized to activate the Siren System with proper procedures to follow in activating the Siren System and in notifying the Emergency Alert System.

**APPROVED AND ADOPTED** on first and final reading of this \_\_\_ day of \_\_\_\_\_ 2023.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
John Elliott  
Chairman of County Council

ATTEST:

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Agreement") is entered into as of May 4, 2021, by and between PSL Seneca Propco LLC, a Georgia limited liability company ("Company"), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina ("County").

### WITNESSETH:

**WHEREAS**, the County, acting by and through its County Council ("County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended ("Code"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

**WHEREAS**, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County ("Project"). The Company anticipates that the Project will result in an investment of approximately \$22,000,000.00 in taxable property in the County during the Investment Period (as defined below);

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park ("Park"), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project is or will be included;

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

**WHEREAS**, by Ordinance duly enacted by the County Council on May 4, 2021, following a public hearing conducted on May 4, 2021, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

### ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina

1976, as amended.

*"Administration Expenses"* shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

*"Affiliate"* shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

*"Agreement"* shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

*"Co-Investor"* shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act. The County and Company hereby acknowledge and agree that, as of the date hereof, each of Phoenix Seneca Developer LLC, Phoenix Development Group Partners LLC and Phoenix Senior Living LLC are designated as Co-Investors entitled to the benefits of this Agreement.

*"Code"* shall mean the Code of Laws of South Carolina 1976, as amended.

*"Company"* shall mean PSL Seneca Propco LLC, a Georgia limited liability company, and its successors and assigns as permitted herein.

*"Cost"* or *"Cost of the Infrastructure"* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

*"County"* shall mean Oconee County, South Carolina, a body politic and corporate and a political

subdivision of the State of South Carolina, and its successors and assigns.

*"County Council"* shall mean the County Council of the County.

*"Event of Default"* shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

*"Fee Payments"* shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

*"Infrastructure"* shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

*"Investment Period"* shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

*"Land"* shall mean the real property in the County more specifically described on Exhibit A hereto.

*"Multi-County Fee"* shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

*"Net Fee Payments"* shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

*"Ordinance"* shall mean the Ordinance enacted by the County Council of the County on May 4, 2021, authorizing the execution and delivery of this Agreement.

*"Park"* shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

*"Park Agreement"* shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Rise), dated on or about July 12, 2021, by and between the County and Pickens County, South Carolina, as from time to time amended.

*"Person"* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*"Project"* shall mean the Company's acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

*"Special Source Revenue Credits"* or *"Credits"* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company's Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

*"State"* shall mean the State of South Carolina.



ARTICLE II  
REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

**Section 2.02 Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company in good standing under the laws of the State of Georgia, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the

enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

#### **Section 2.03 Covenants of the County.**

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

#### **Section 2.04 Covenants of the Company.**

(a) The Company shall use its commercially reasonable efforts to invest not less than \$22,000,000.00 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$5,000.00.

#### **Section 2.05 Indemnification.**

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) to the extent that such Losses result

from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

### ARTICLE III SPECIAL SOURCE REVENUE CREDITS

**Section 3.01 Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

**Section 3.02 Special Source Revenue Credits.** The County agrees to provide Special Source Revenue Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against payments in lieu of taxes as provided in Section 4-1-175 of the Act in an amount equal to 75% of each annual Fee Payment to be made by the Company during years 1-3 of this Agreement and 25% of each annual Fee Payment to be made by the Company during years 4-5 of this Agreement. The aggregate amount of Special Source Revenue Credits provided to the Company under this Agreement shall not exceed \$675,000.00. The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during years 1-5 following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. Upon receipt of payment of all Fee Payments and any ad valorem property taxes then due with respect to the Project or any other property of the Company located in the County and an Annual Credit Certification, substantially in the form attached as Exhibit B, the County shall rebate to the Company the Special Source Revenue Credits to be paid by check for such year no later than ninety (90) days following receipt of the annual filing and payment.

(b) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(d) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

**Section 3.03 Repayment of Special Source Revenue Credits.** If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$22,000,000.00 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$22,000,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV  
CONDITIONS TO DELIVERY OF AGREEMENT;  
TITLE TO INFRASTRUCTURE

**Section 4.01 Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

**Section 4.02 Transfer of Project.** The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed

and may be evidenced by a Resolution of the County Council.

## ARTICLE V DEFAULTS AND REMEDIES

**Section 5.01 Events of Default.** Each of the following shall be an “Event of Default” under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

**Section 5.02 Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs,

penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**Section 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section 5.04 Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

**Section 6.02 Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 6.03 Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

**Section 6.04 No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 6.05 Notices.** All notices, certificates, requests, or other communications under this

Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Oconee County, South Carolina  
Attention: County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Oconee County, South Carolina  
Attention: County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

with a copy (which shall not constitute notice) to:

Michael Kozlarek  
Kozlarek Law LLC  
330 East Coffee Street  
Greenville, SC 29601

as to the Company:

PSL Seneca Propco LLC  
Attention: Scot Burton, General Counsel  
10933 Crabapple Road  
Roswell, GA 30075

with a copy (which shall not constitute notice) to:

Womble Bond Dickinson (US) LLP  
Attention: Stephanie Few  
5 Exchange Street  
Charleston, SC 29401

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

**Section 6.06 Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**Section 6.07 Execution.** This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 6.08 Amendments.** This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be



approved via resolution of County Council.

**Section 6.09 Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 6.10 Termination; Defaulted Payments.** This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

[TWO SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: John A. Elliott  
John Elliott, Chairman  
Oconee County Council

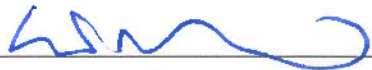
[SEAL]

ATTEST:

By: Katie D. Smith  
Katie D. Smith, Clerk to Council  
Oconee County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

PSL SENECA PROPCO LLC

By:  \_\_\_\_\_

Name: Scot Burton \_\_\_\_\_

Its: authorized representative \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Legal Description.

Commencing at the Point of Beginning, a 1/2" Rebar on the Right-of-Way of State Road S-402 also known as Sheep Farm Road, with SC State Plane Coordinates; Northing 1,049,871.26, Easting 1,398,609.23 and being North 12°20'16" East, a distance of 99.66 feet from a computed point in the intersection of Sheep Farm Road, S-37-402 and Bountyland Road, S-37-135, thence North 36°31'17" West, a distance of 434.17 feet to the beginning of a curve concave to the northeast having a radius of 3925.00 feet and a central angle of 9°34'27" and being subtended by a chord which bears North 32°52'55" West 655.11 feet; thence northwesterly along said curve, a distance of 655.88 feet to a point of cusp; thence North 61°57'03" East, a distance of 45.00 feet to a point of cusp on a curve concave to the northeast having a radius of 3880.00 feet and a central angle of 3°17'53" and being subtended by a chord which bears North 26°26'47" West 223.30 feet; thence northwesterly along said curve, a distance of 223.33 feet to a point of cusp; thence South 81°22'48" East, a distance of 8.81 feet; thence North 63°41'52" East, a distance of 67.65 feet; thence North 67°27'02" East, a distance of 65.77 feet; thence North 88°23'57" East, a distance of 32.36 feet; thence North 61°43'20" East, a distance of 104.61 feet; thence North 82°37'21" East, a distance of 35.54 feet; thence North 58°50'27" East, a distance of 58.31 feet; thence North 78°27'30" East, a distance of 69.46 feet; thence North 64°39'32" East, a distance of 9.11 feet; thence South 44°18'45" East, a distance of 976.91 feet; thence South 63°09'17" West, a distance of 251.24 feet; thence South 27°22'54" East, a distance of 372.01 feet; thence South 66°21'55" West, a distance of 362.63 feet; thence North 74°11'34" West, a distance of 40.92 feet to the Point of Beginning. Containing 16.54 Ac., more or less.

**EXHIBIT B**  
**FORM OF ANNUAL CREDIT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of PSL Seneca Propco LLC ("Company"), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of May 4, 2021, between Oconee County, South Carolina and the Company ("Agreement"), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20\_\_\_\_ was \$\_\_\_\_\_.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning \_\_\_\_\_, 2021 (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_\_\_, is \$\_\_\_\_\_.

(3) The amount due and owing for the \_\_\_\_\_ tax year, as reflected on the County's Consolidated Tax Invoice, dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, is \$\_\_\_\_\_ ("Invoiced Amount").

(4) The credit calculation for the \_\_\_\_\_ tax year is \$\_\_\_\_\_ (which is [appropriate credit percentage for applicable year 1-5]% of the Invoiced Amount).

(5) The aggregate credit (including credit for the \_\_\_\_\_ tax year) for all tax years for which a credit has been/is being claimed is \$\_\_\_\_\_.

(6) The credit remaining against which the Company can claim, as of December 31, 20\_\_\_\_, is \$\_\_\_\_ (which reflects an amount equal to \$675,000.00 less the aggregate amount of all credits previously claimed, including for the \_\_\_\_\_ tax year).

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

PSL Seneca Propco LLC  
Attention: Scot Burton, General Counsel  
10933 Crabapple Road  
Roswell, GA 30075

February \_\_, 2023

Oconee County, South Carolina  
Attention: County Administrator, County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

Re: Special Source Revenue Credit Agreement (“SSRC Agreement”) entered into as of May 4, 2021, by and between PSL Seneca Propco LLC, a Georgia limited liability company (“Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

Dear Ladies and Gentlemen:

The purpose of this letter agreement (this “Letter Agreement”) is to confirm certain understandings and document certain agreements by and between the undersigned with respect to the SSRC Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the SSRC Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties to this Letter Agreement hereby agree as follows:

1. Section 3.02 (a) of the SSRC Agreement states, “Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against payments in lieu of taxes as provided in Section 4-1-175 of the Act in an amount equal to 75% of each annual Fee Payment to be made by the Company during years 1-3 of this Agreement and 25% of each annual Fee Payment to be made by the Company during years 4-5 of this Agreement. The aggregate amount of Special Source Revenue Credits provided to the Company under this Agreement shall not exceed \$675,000.00. The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during years 1-5 following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. Upon receipt of payment of all Fee Payments and any ad valorem property taxes then due with respect to the Project or any other property of the Company located in the County and an Annual Credit Certification, substantially in the form attached as Exhibit B, the County shall rebate to the Company the Special Source Revenue Credits to be paid by check for such year no later than ninety (90) days following receipt of the annual filing and payment.”

2. Based on Section 3.02 (a) of the SSRC Agreement, the County confirms they will provide the Company Special Source Revenue Credits when the Company places the property into service.
3. This Letter Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.
4. This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Sincerely,

PSL SENECA PROPCO LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Follow]

Accepted and agreed this \_\_\_ day of February, 2023.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



AAB

## AGRICULTURAL ADVISORY BOARD

415 South Pine Street - Walhalla, SC 29691



TEL (864) 638-4218

Mr. Larry Cantrell of District 2 was appointed 2.2.21, has failed to attend 15 meetings, with his last appearance being 8.9.21.

A handwritten signature in blue ink that reads "Kim Alexander". The signature is written in a cursive style and is positioned above the printed name.

Kim Alexander

Chair

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 21, 2023**

**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration and approval of a cooperation agreement, grant agreements, and work authorization to clear, grade and make pad ready 42-acres at the Golden Corner Commerce Park.

**BACKGROUND DESCRIPTION:**

Golden Corner Commerce Park (GCCP) is a 320+ acre industrial property owned by Oconee County located 2 miles from Interstate 85 (Exit 4). The property is served by water, sewer, electric and natural gas, all of which have sizeable capacities capable of supporting large scale industrial projects. The property is considered one of the best industrial sites between Atlanta and Raleigh, NC and over the past several years has drawn considerable interest from a number of manufacturing projects.

The inability to secure one or more businesses at GCCP can be directly tied to the property's undeveloped and raw status. While infrastructure is located at the site, no work has been done to prepare the property for development and is a major consideration when businesses are evaluating locations in multiple states. No portion of GCCP has been cleared or graded, and its topography appears challenging to many prospective businesses. The Oconee Economic Alliance (OEA) believes that creating a cleared, graded and pad ready 42-acre site running parallel to Highway 59 on the north side of GCCP, will significantly increase the marketability of the property. Completion of this work, will put Oconee County in a far better position to successfully compete for sizable manufacturing projects that are considering GCCP. This type of initiative was done at Oconee Industry and Technology Park and the impressive build-out of that location is a direct result of Oconee County clearing and grading it. OEA believes similar results will be forthcoming at GCCP.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

At the June 1, 2022 meeting, Council approved the award of RFP 20-02 for On Call Engineering Services to Thomas & Hutton of Greenville, SC for Category E: On Call General Engineering Services.

**FINANCIAL IMPACT [Brief Statement]:**

Check Here if Item Previously approved in the Budget. No additional information required.

**Approved by : \_\_\_\_\_ Finance**

**ATTACHMENTS**

- 1) Cooperation Agreement, 2) Grant Award Agreement (to be furnished), 3) Economic Development Grant Agreement and 4) Thomas & Hutton Proposal

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council;

1. Authorize the Administrator to execute the Cooperation Agreement between the Blue Ridge Electric Cooperative, Oconee County, Palmetto Economic Development Corporation (Power Team), and South Carolina Department of Commerce (SCDOC) that will provide funding from the Power Team and the State of Carolina to clear, grade and make pad ready 42-acres at GCCP.
2. Authorize the County Administrator to execute a Grant Award Agreement between Oconee County and the SCDOC in order to receive funding from the SCDOC to grade and make pad ready 42-acres at GCCP, consistent with the terms of the Cooperation Agreement.
3. Authorize the Administrator to execute an Economic Development Grant Agreement between Oconee County and the Power Team in order to receive funding from the Power Team to clear, grade and make pad ready 42-acres at GCCP, consistent with the terms of the Cooperation Agreement.
4. Authorize the County Administer to negotiate such other documents and instruments which may be necessary or incidental to the cooperation and grant agreements, and to execute and deliver any such documents and instruments on behalf of the County.

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

5. Approve the award to Thomas & Hutton, of Greenville SC, in the amount of \$169,385.00 for Engineering to include consulting, design and permitting the for the clearing and grading of 42-acres.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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**Jamie Gilbert, Economic Development Director**

---

**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

## **ECONOMIC DEVELOPMENT GRANT AGREEMENT**

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2023 (the “Effective Date”), by and among **Palmetto Economic Development Corporation**, a non-profit economic development corporation organized and existing pursuant to the laws of the State of South Carolina (the “Power Team”) and **Oconee County**, a body politic existing pursuant to the laws of the State of South Carolina (the “County”).

### WITNESSETH

WHEREAS, the mission of the Power Team is to facilitate the growth of jobs, investment, and electric load through the attraction of new industrial and commercial activity, as well as the expansion and retention of existing business and facilities in the service areas of the electric cooperatives throughout South Carolina; and

WHEREAS, in furtherance of its mission, the Power Team administers the *South Carolina Power Team Site Readiness Fund* (“SRF”) to provide funding to communities served by the electric cooperatives for use in the improvement of high value economic development sites and buildings; and

WHEREAS, the County requested an SRF Grant of \$1,000,000 to assist with clearing, grubbing, and grading approximately 63 acres, including an approximately 42-acre building pad, in the Golden Corner Commerce Park in Fairplay, South Carolina (the “Project”); and

WHEREAS, as required under the SRF Program Guidelines, the SRF Grant would be matched by \$1,509,464 from the County and \$1,500,000 from the South Carolina Department of Commerce (“SCDOC”); and

WHEREAS, the Industrial Park will be served by **Blue Ridge Electric Cooperative, Inc.** (“Blue Ridge”), which has submitted a letter of support for the Project; and

WHEREAS, the Power Team reviewed the County’s funding request along with other information and determined the Project met the SRF Guidelines and should be considered for funding as requested; and

WHEREAS, by Resolution dated February 7, 2023, the Power Team Board of Trustees approved the County’s request for **One Million Dollars (\$1,000,000)** (the “SRF Grant”) for the purpose stated herein and subject to and in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, payments, and other valuable and sufficient consideration, the parties agree as follows:

1. Approved Purpose. The purpose of this SRF Grant is to provide financial assistance to the County for the Project, as defined above. Details of the Project and budget are attached as Exhibit 1.

2. Representations of the County. The County makes the following representations, warranties, and covenants as follows:
- a. The County has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution of this Agreement and performance by the County has been duly authorized and does not require the consent or approval of any other person or entity which has not been obtained.
  - b. The execution of this Agreement and performance by the County does not and will not violate any provisions of any contract, agreement, instrument, law, rule, regulation, or ordinance to which the County is a party or is subject.
  - c. There are no legal actions or proceedings pending known to the County which, if adversely determined, would materially or adversely affect the ability of the County to fulfill their obligations under this Agreement.
  - d. The SRF Grant shall be used solely for the Approved Purpose.
  - e. The County will begin the Project on or before \_\_\_\_\_, 2023 and will complete the Project on or before \_\_\_\_\_, 20\_\_\_\_. Time is of the essence. Any extension requests must be submitted to the Power Team in writing at least ten (10) days prior to the completion deadline. Granting or denying extension requests is at the sole discretion of the Power Team.
  - f. All information, reports, and data provided to the Power Team concerning the Project or SRF Grant were complete, correct, true, and not misleading at the time of submission; the County will immediately provide updates or changes to ensure the Power Team has complete, correct, and true information as to the Project or SRF Grant.
  - g. The County has no knowledge of any facts or circumstances which evidence, or with the passage of time would evidence, that any representation made by the County related to this Agreement, the SRF Grant, or the Project are in any way inaccurate, incomplete, or misleading.
  - h. The County will maintain all receipts, records, or other information necessary or relevant to show how, when, why, and to whom all SRF Grant funds were expended and will permit designated representatives of the Power Team to inspect or copy the same.
  - i. The County will confirm fidelity bond coverage for all persons having access to the SRF Grant funds; coverage will be in an amount sufficient to cover the entire amount of the SRF Grant.
  - j. Within ten (10) days of the Project's completion, the County shall provide a written request for payment to the Power Team, attaching invoices detailing the work completed. Each invoice shall be designated "paid" or "unpaid." Paid invoices shall include the date of payment and check number; unpaid invoices shall contain a

warranty and representation affirming the County is responsible for and will pay the same.

- k. Prior to receiving any SRF Grant funds, the County will facilitate a physical inspection of the Project by the Power Team.
3. Representations of the Power Team. The Power Team makes the following representations, warranties, and covenants as follows:
    - a. The Power Team is a non-profit economic development organization formed and existing pursuant to the laws of the State of South Carolina.
    - b. The Power Team has all requisite power and authority to enter this Agreement and perform all obligations stated herein. The execution and performance by the Power Team has been duly authorized and does not require the consent or approval of any other person or entity which has not been obtained.
    - c. There are no legal actions or proceedings pending or known to the Power Team which, if adversely determined, would materially or adversely affect the ability of the Power Team to fulfill its obligations under this Agreement.
  4. Conditions to Receiving SRF Grant. The obligation for the Power Team to pay the SRF Grant to the County is conditioned upon compliance with and satisfaction of each condition, representation, and warranty set forth in this Agreement and the currently effective SRF Program Guidelines. Payment of the SRF Grant shall not occur unless and until each party executes and returns this Agreement to the Power Team.
  5. Project Reporting. Project reports, in substantially the same format as **Exhibit 2**, are to be submitted by the County, to the Power Team every three (3) months until one (1) year after the Project is complete. The first report is due three (3) months from the Effective Date.
  6. Cost of Project. The total cost of Project is expected to be approximately \$4,009,464.
  7. LIMIT OF OBLIGATION. UNDER NO CIRCUMSTANCES SHALL THE POWER TEAM'S OBLIGATIONS HEREUNDER BE DEEMED TO CREATE ANY DEBT OR OTHER OBLIGATION. THE POWER TEAM SHALL NOT BE OBLIGATED TO PAY ANY CONTRACTOR, MATERIALS PROVIDER, BANK, LENDER, OR SIMILAR PERSON OR INSTITUTION FOR ANY AGREEMENT, LOAN, OR OTHER ARRANGEMENT MADE AND RELATED TO THE PROJECT.
  8. Recoupment – Net Proceeds. In the event that the County realizes more than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) in Net Proceeds (as defined below), as the result of the sale (or lease) of land and/or improvements for which the SRF Grant was used, the Power Team shall recoup from the County, a proportionate share of the Net Proceeds (the "Recoupment Amount"), which shall be calculated as follows:

$$\text{Recoupment Amount} = \text{Net Proceeds} \times \text{Recoupment Percentage}$$

$$\text{Recoupment Percentage} = \frac{\text{SRF Grant } (\$1,000,000)}{\text{Total Capital Investment } (\$)}$$

“Total Capital Investment” is defined as the total amount of capital and expenditures which the County, its affiliates, other local political subdivision(s), and/or private entities have directly, or indirectly invested, contributed, or caused to be invested or contributed to the Project, regardless of the source of the funds, including but not limited to:

- (a) corporate license fee tax credits,
- (b) land acquisition,
- (c) due diligence (Phase 1, wetland delineation, boundary surveys, etc.),
- (d) site clearing, grubbing, or padding,
- (e) road, rail, or other infrastructure development within or serving the site,
- (f) direct capital financing and incentive funding for the project, and
- (g) fees spent for professional services rendered by legal, accounting, taxation, environmental, and engineering professionals.

The Total Capital Investment shall be calculated at the time which Net Proceeds are realized by the County.

“Net Proceeds” is defined as the proceeds realized by the County as a result of the sale or lease of the land and/or improvements for which the SRF Grant was used MINUS all qualified costs, expenses, and fees incurred by the County for development of the Project. The County shall be required to notify the Power Team of such Net Proceeds and submit documentation showing all costs, expenses, and fees incurred for the development of the Project.

The Power Team’s recoupment right under this Section 8 shall terminate after a period of ten (10) years beginning on the Effective Date of this Agreement.

9. [RESERVED].

10. Events of Default. The following constitute an event of default by the County:
- a. failure to comply with any condition, obligation, or provision of this Agreement’
  - b. determination that a false, inaccurate, or misleading representation or warranty was made;
  - c. failure to immediately correct a representation or warranty which was accurate or thought to be accurate at the time made, but subsequently proves or is discovered to be false, inaccurate, or misleading;
  - d. misappropriation of SRF Grant;
  - e. engagement in fiscal mismanagement of SRF Grant; or
  - f. failure to be fiscally responsible, including providing proper oversight, with SRF Grant.

11. Notice of Default and Cure Period; Termination. Notice of default must be provided to the County in accordance with Section 15 of this Agreement. After receipt, the County has thirty (30) days to cure. If the default is not cured within thirty (30) days, the Power Team, at its sole election, may terminate any or all of its obligations under this Agreement or stay the termination of its obligations under this Agreement pending cure of the default. If a stay of termination is elected, the stay shall not constitute any acceptance or waiver; a stay shall not waive any right of future termination.
12. Obligations of County upon Termination. If this Agreement is terminated pursuant to Section 11, the County shall:
  - a. not incur any new commitments which the County specifically intends to be reimbursed for using the SRF Grant;
  - b. cancel or suspend outstanding obligations which the County specifically intends to be reimbursed for using the SRF Grant;
  - c. forfeit all undisbursed portion of the SRF Grant;
  - d. return all SRF Grant funds in the County's possession to the Power Team;
  - e. repay the full amount of the SRF Grant that was disbursed; and
  - f. surrender any materials or other things purchased with the SRF Grant or associated with the Project to the Power Team.

If the Power Team elects to stay a termination, that stay may be subject to certain conditions placed on the County, including any of the above obligations as stated or as altered or amended. Any conditions placed on a stay are at the sole discretion of the Power Team and failure to comply with the same or any other provisions of this Agreement may result in immediate termination.

13. Cumulative Rights and Remedies upon Termination. In addition to all statutory and common law remedies for County's breach of this Agreement, the Power Team's rights and remedies also include cancellation of any undisbursed portion of the SRF Grant, exclusion from receiving future funding from the Power Team, and the Power Team taking ownership of any improvements created on, by, or associated with the Project. All rights and remedies are cumulative.
14. Attorneys' Fees and Costs. A defaulting party shall reimburse the other party or parties for any reasonable attorneys' fees and costs the non-defaulting party incurred in pursuing any enforcement of performance or observance of any obligation.
15. Integration. This Agreement sets forth the entire agreement and understanding of the parties with the respect to the subject matters described and supersedes and all prior agreements, negotiations, correspondence, undertakings, promise, covenants, arrangements, communications, representations, and warranties.



16. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
17. Reservation of Rights. Failure of any party to require full and timely performance of any provision at any time shall not waive or reduce a party's right to insist upon strict, complete, or timely performance in the future.
18. Notice: Delivery Method and Addresses. Any notice required or permitted to be delivered shall be sent to all parties via a nationally recognized overnight delivery service with proof of delivery, via courier, or via electronic delivery as follows:

If to the Power Team:                      South Carolina Power Team  
Attn: James A. Chavez, President & CEO  
1201 Main Street, Suite 1710  
Columbia, SC 29201  
Email: [jchavez@scpowerteam.com](mailto:jchavez@scpowerteam.com)

If to the County:                              Oconee County  
c/o Oconee Economic Alliance  
Attn: Jamie Gilbert, Director  
528 Bypass 123, Suite G  
Seneca, SC 29678

19. Notice: Receipt Deemed. Any notice required or permitted must be in writing and is deemed provided on the day it is received (as indicated by date on the proof of delivery from the nationally recognized overnight delivery service or courier), unless sent via electronic delivery, in which case the notice is deemed provided on the day it is sent electronically. Failure to receive or refusal to accept notice after two (2) attempts shall be deemed adequate notice provided as of the date of the second (2<sup>nd</sup>) attempt.
20. No Joint Venture. This Agreement shall not be deemed to create a partnership or joint venture among the parties.
21. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of South Carolina. Each party submits to venue in and the jurisdiction of state court in Richland County. Each party agrees all claims and matters may be heard and determined in this court and waives any right to object to such filing on venue, inconvenient forum, or similar grounds.
22. Compliance with Laws. In performing its obligations under this Agreement, the County shall observe and comply with all applicable federal, state, and local laws, ordinances, orders, and regulations, including those which affect or apply to those engaged or employed in completing the Project. The County shall impose the same obligations contained in this section upon all of its contractors.

23. Construction and Severability. This Agreement was negotiated and drafted by all parties. Any ambiguity or uncertainty shall not be construed for or against any party based on attribution of drafting to any party. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, that finding will not affect any other provision; in lieu of any provision found to be invalid, illegal, or unenforceable, a similar provision shall be added to this Agreement which is legal, valid, and enforceable.
24. Exhibits. Any exhibits to this Agreement are incorporated by reference and made a part hereof.
25. Survival of Covenants. All provisions which logically ought to survive termination of this Agreement shall survive, including the rights and remedies upon default.
26. **WAIVER OF JURY TRIAL.** THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR OTHER PROCEEDING, INCLUDING ANY RIGHT TO A JURY TRIAL WITH RESPECT TO COUNTERCLAIMS AND CROSS CLAIMS, WHICH ARE BASED ON, ARISE OUT OF, RELATE TO, OR ARE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROJECT, SRF GRANT, OR ANY AGREEMENT ANCILLARY TO THIS AGREEMENT.
27. Written Modification. This Agreement can only be modified or amended if in writing and signed by all parties.
28. Signatures. This Agreement may be executed in counterparts; each counterpart shall be deemed an original, and all counterparts constitute one and the same instrument. This Agreement and any agreements ancillary to this Agreement are considered signed by a party when the signature is delivered electronically. Any scanned or faxed signature must be treated as having the same force and effect as an original signature.

[SIGNATURE PAGE TO FOLLOW]







**EXHIBIT 1**  
**PROJECT DETAILS AND BUDGET**

[Attached]

**Exhibit 2**  
**QUARTERLY REPORT**

**[To be completed by the County]**

## COOPERATION AGREEMENT

**THIS COOPERATION AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 2023 (the “Effective Date”), by and among **BLUE RIDGE ELECTRIC COOPERATIVE, INC.**, a non-profit corporation organized and existing pursuant to the laws of the State of South Carolina (“Cooperative”), **OCONEE COUNTY**, a political subdivision of the State of South Carolina (the “County”), **PALMETTO ECONOMIC DEVELOPMENT CORPORATION**, a non-profit economic development corporation organized and existing pursuant to the laws of the State of South Carolina (the “Power Team”), and the **SOUTH CAROLINA DEPARTMENT OF COMMERCE**, a body politic existing pursuant to the laws of the State of South Carolina (“SCDOC”) (the foregoing, each individually a “Party” and collectively the “Parties”).

WHEREAS, the Parties desire to work together to clear, grade and make pad ready 42 acres of Oconee County owned land at the Golden Corner Commerce Park (“GCCP”) in Fairplay, South Carolina, to attract significant economic development prospects which will bring valuable jobs, capital investment, and electric load to Oconee County (the “Project”); and

WHEREAS, the Parties desire to set forth in writing each Party’s rights and obligations with regard to the Project.

NOW THEREFORE, in consideration of the mutual agreements, covenants, payments, and other valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Financial Contributions; Terms.** Each Party makes the following financial commitments to the Project:

County	\$1,532,866.00
Power Team	\$1,000,000.00
SCDOC	\$1,500,000.00
<b>Total:</b>	<b>\$4,032,866.00</b>

The County, Power Team, and Cooperative understand and agree that SCDOC’s commitment as set forth in this Section 1 shall be reduced pro rata in the event that the commitments of the County, the Power Team, and Cooperative are not approved for the full amounts set forth herein.

- Property.** The real property which is to be improved under the terms of this Agreement is approximately 42 acres on the north side of the 322-acre GCCP identified as Oconee County TMS#332-00-01-009, as shown on the draft boundary survey attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Property”).
- Project Description.** The Project will consist of the clearing, grubbing, and grading of approximately 63 acres (including an approximately 42-acre building pad) of land in the



GGCP. A site plan showing the area to be improved is attached hereto as **Exhibit “B”** and incorporated herein by reference.

4. **Maintenance.** The County shall hold title to the Property for the sole purpose of attracting a company that meets the requirements outlined in this agreement. Except as otherwise provided herein, the County shall not sell, lease, deed, or encumber any portion of the Property, at any time unless such sale, lease, deed, or encumbrance (i) is explicitly agreed to or requested by the other Parties in writing or (ii) complies with the provisions of Section 6 of this Agreement.
5. **Marketing.** The Parties shall work together to develop a plan to actively market the Property to national and international industrial prospects.
6. **Property Sale or Lease Contingencies.** The following contingencies must all be met in order for the County to sell or lease any portion of the Property to an industrial prospect:
  - a. **Cooperative Minimum Load Requirement:** Industrial development at GCCP must have a total combined connected load which is equal to at least (i) approximately 0.5 MW per 20,000 square feet of building[s] or (ii) 5 MWs total regardless of the square footage of building[s], within five (5) years from the industrial prospect purchasing the property or a portion thereof. Upon request from the other Parties, this minimum load requirement may be waived by Cooperative, in its sole and absolute discretion. Furthermore, this minimum load requirement shall automatically terminate ten (10) years after the date upon which the Project is completed.
  - b. **List Price:** Notwithstanding the requirements of Section 6.d. below, the Parties agree that the initial List Price of the Property for purposes of the LocateSC database shall be **\$30,000** per acre. The Parties agree that the List Price shall be adjusted by County, as commercially reasonable, from time to time to take into account enhancements in the value of the Property resulting from the infrastructure improvements made to the Property or other capital improvements which cause the value of the Property to increase.
  - c. **Sale or Lease Terms:** The Parties must all agree in writing to the annual lease rate and lease term for any lease transaction and/or the purchase price (if lower than the List Price in Section 6.b. above) and acreage for any sale transaction. Furthermore, this consent requirement shall automatically terminate five (5) years after the date upon which the Project is complete. The Parties’ consent shall not be unreasonable withheld, delayed, or conditioned.
  - d. **Job Creation Requirement:** The industrial prospect must create a minimum of 150 new permanent jobs which are at least at the minimum wage for manufacturing jobs in Oconee County. Upon request from the other Parties, job creation requirement may be waived by SCDOC, in its sole and absolute discretion. Furthermore, this

job creation requirement shall automatically terminate five (5) years after the date upon which the Project is complete.

7. **Disposition of Sale or Lease Proceeds.** In the event there is a sale or lease of any portion of the Property pursuant to Section 6 above, the sale or rental proceeds (the “Fund”) shall be held by the County and shall be used to provide infrastructure needs relating to the GCCP or used to develop further sites within the County that are within Cooperative’s service territory; provided, however, that such other transactions shall be subject to the same property sale or lease contingencies set forth in Section 6 above.
8. **Representations of the County.** The County hereby makes the following representations and covenants and further agrees that each representation and covenant is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement:
  - (a) **Authority and Compliance.** The County has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein, subject to approval as set forth in Section 21 herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the County is in compliance with all laws and regulatory requirements to which it is subject.
  - (b) **No Conflicting Agreement.** There is no provision of any existing agreement, mortgage, deed of trust, indenture, or contract of any kind binding on the County or affecting the County which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
  - (c) **Litigation.** To the best of the County’s knowledge, there is no proceeding involving the County pending or threatened before any court or governmental authority, agency, or arbitration authority which, if adversely decided, would materially affect the County’s ability to meet its obligations under this Agreement.
  - (d) **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors’ rights. This Agreement has been signed by the County Administrator of the County, and such signature is recognized by the County as legally binding.
  - (e) **Power Team Grant Agreement.** As a contingency of receiving the Power Team/Cooperative’s funding commitment, the County shall enter into the Power Team’s Site Readiness Fund Grant Agreement which shall include, among other things, a provision that provides a claw back mechanism for recovery of the Power Team’s funds in the event that the funds are not used as set forth herein.

9. **Representations of Cooperative.** Cooperative hereby makes the following representations and covenants and further agrees that each representation and covenant is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement:

- (a) **Authority and Compliance.** Cooperative has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein, subject to approval as set forth in Section 21 herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and Cooperative is in compliance with all laws and regulatory requirements to which it is subject.
- (b) **No Conflicting Agreement.** There is no provision of any existing agreement, mortgage, deed of trust, indenture, or contract of any kind binding on Cooperative or affecting Cooperative which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- (c) **Litigation.** To the best of Cooperative's knowledge, there is no proceeding involving Cooperative pending or threatened before any court or governmental authority, agency, or arbitration authority which, if adversely decided, would materially affect Cooperative's ability to meet its obligations under this Agreement.
- (d) **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of Cooperative, enforceable against Cooperative in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by Cooperative's President and Chief Executive Officer and such signature is recognized by Cooperative as legally binding.

10. **Representations of the Power Team.** The Power Team hereby makes the following representations and covenants and further agrees that each representation and covenant is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement:

- (a) **Authority and Compliance.** The Power Team has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein, subject to approval as set forth in Section 21 herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Power Team is in compliance with all laws and regulatory requirements to which it is subject.
- (b) **No Conflicting Agreement.** There is no provision of any existing agreement, mortgage, deed of trust, indenture, or contract of any kind binding on the Power Team or affecting the Power Team which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.

- (c) Litigation. To the best of the Power Team's knowledge, there is no proceeding involving the Power Team pending or threatened before any court or governmental authority, agency or arbitration authority which, if adversely decided, would materially affect the Power Team's ability to meet its obligations under this Agreement.
- (d) Binding Agreement. Each part of this Agreement is a legally valid and binding obligation of the Power Team, enforceable against the Power Team in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by the President and Chief Executive Officer of the Power Team and such signature is recognized by the Power Team as legally binding.

**11. Representations of SCDOC**. SCDOC hereby makes the following representations and covenants and further agrees that each representation and covenant is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement:

- (a) Authority and Compliance. SCDOC has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and SCDOC is in compliance with all laws and regulatory requirements to which it is subject.
- (b) No Conflicting Agreement. There is no provision of any existing agreement, mortgage, deed of trust, indenture, or contract of any kind binding on SCDOC or affecting SCDOC which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- (c) Litigation. To the best of SCDOC's knowledge, there is no proceeding involving SCDOC pending or threatened before any court or governmental authority, agency or arbitration authority which, if adversely decided, would materially affect SCDOC's ability to meet its obligations under this Agreement.
- (d) Binding Agreement. Each part of this Agreement is a legally valid and binding obligation of SCDOC, enforceable against SCDOC in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by the Director of SCDOC and such signature is recognized by SCDOC as legally binding.
- (e) SCDOC Grant Agreement. As a contingency of receiving SCDOC's funding commitment, the County shall enter into a grant agreement which shall include, among other things, a provision that provides a claw back mechanism for recovery of SCDOC's funds in the event that the funds are not used as set forth herein.

12. **Binding Agreement; Integration.** The terms and conditions of this Agreement are binding upon the successors and assigns. This Agreement sets forth the entire agreement and understanding of the parties with the respect to the subject matters described and supersedes and all prior agreements, negotiations, correspondence, undertakings, promise, covenants, arrangements, communications, representations, and warranties.

13. **Assignability.** The terms of this Agreement may not be assigned, transferred, or otherwise conveyed to any other person or legal entity without the written permission of all Parties.

14. **Notice.** All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other Parties as follows:

If to Cooperative:                    **Blue Ridge Electric Cooperative, Inc.**  
Attn: James L. Lovinggood, President & CEO  
734 W Main Street  
Pickens, SC 29671

If to County:                            **Oconee County**  
**c/o Oconee Economic Alliance**  
Attn: Jamie Gilbert, Director  
528 Bypass 123, Suite G  
Seneca, SC 29678

If to Power Team:                    **Palmetto Economic Development Corporation**  
Attn: James A. Chavez, President & CEO 1201 Main  
Street, Suite 1710  
Columbia, SC 29201

If to SCDOC:                            **South Carolina Department of Commerce**  
Attn: General Counsel  
1201 Main Street, Suite 1600  
Columbia, SC 29201

15. **No Joint Venture.** This Agreement shall not be deemed to create a partnership or joint venture among the parties.

16. **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Parties agree to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder.

17. **Construction and Severability.** This Agreement was negotiated and drafted by all parties. Any ambiguity or uncertainty shall not be construed for or against any party based on

attribution of drafting to any Party. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, that finding will not affect any other provision; in lieu of any provision found to be invalid, illegal, or unenforceable, a similar provision shall be added to this Agreement which is legal, valid, and enforceable.

18. **Survival of Covenants.** All provisions which logically ought to survive termination of this Agreement shall survive, including the rights and remedies upon default.
19. **Signatures.** This Agreement may be executed in counterparts; each counterpart shall be deemed an original, and all counterparts constitute one and the same instrument. This Agreement and any agreements ancillary to this Agreement are considered signed by a party when the signature is delivered electronically. Any scanned or faxed signature must be treated as having the same force and effect as an original signature.
20. **Written Modification.** This Agreement can only be modified or amended if in writing and signed by all Parties.
21. **Board Approval.** The rights and obligations set forth in this Agreement shall be subject to the approval of the Parties' respective governing bodies.

**[remainder of page intentionally left blank; signature pages follow]**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement under seal as of the Effective Date.

WITNESS:

**BLUE RIDGE ELECTRIC  
COOPERATIVE, INC.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: James L. Lovinggood  
Its: President & Chief Executive Officer

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF PICKENS      )

ACKNOWLEDGMENT

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw James L. Lovinggood, President & Chief Executive Officer of BLUE RIDGE ELECTRIC COOPERATIVE, INC., sign, seal, and as his act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_











# EXHIBIT B



CONCEPT GRADING PLAN  
GCCP - PHASE 1  
MASS GRADING  
OCCONEE COUNTY, SC  
PREPARED FOR:  
OEA  
PREPARED BY:  
**THOMAS HUTTON**  
INCORPORATED  
1000 W. STATE ST. SUITE 100  
COLUMBIA, SC 29201  
PH: 803.733.1100  
WWW.THOMASHUTTON.COM

PROPOSED GRADED PAD  
AREA: ± 42 ACRES

SC HIGHWAY 59



501 RIVER STREET, SUITE 200  
GREENVILLE, SC 29601 | 864.412.2222  
THOMASANDHUTTON.COM

February 13, 2023

Amanda Brock  
County Administrator  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Re: Golden Corner Commerce Park  
Phase I Mass Grading Improvements  
Oconee County, SC  
Letter Agreement for Services

Dear Ms. Brock:

Thank you for requesting our engineering services for the Phase I Mass Grading Improvements for the Golden Corner Commerce Park in Fair Play, SC.

Our services will consist of the General Consulting phase, the Design phase, and the Permit phase, as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Bidding phase, monitoring during the Construction phase and Closeout Phase are excluded from this proposal.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<b>Phase</b>	<b>Fee Structure</b>	<b>Fee or Time &amp; Expense Budget</b>
<b>General Consulting Phase</b>		
Project Team Meetings/ General Coordination	Time & Expense - Budget	\$ 14,775.00
Conceptual Master Planning:	Time & Expense - Budget	\$ 21,410.00
Engineer's Preliminary Estimate:	Time & Expense - Budget	\$ 3,400.00
<b>Design Phase</b>		
Grading Alternatives:	Lump Sum	\$ 15,400.00
Mass Grading Design:	Lump Sum	\$ 97,300.00
<b>Permit Phase</b>		
SCDHEC Land Disturbance:	Time & Expense - Budget	\$ 8,650.00

\_\_\_\_\_  
**Owner's Initials**  
  
\_\_\_\_\_  
**Consultant's Initials**

SCDOT Driveway Encroachment: Time & Expense – Budget	\$	5,950.00
<b>Reimbursable Expenses:</b> Time & Expense – Budget	\$	2,500.00
<b>Project Totals</b>	<b>Lump Sum + Time &amp; Expense</b>	<b>\$ 169,385.00</b>

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction. In addition, this proposal assumes that the project will be built as one phase and not multiple phases, unless explicitly indicated in the scope of services. If the owner elects to phase the construction of the project, this proposal shall be revised to meet the intended phasing schedule.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between Oconee County, SC, ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

Thomas & Hutton will begin work on this project upon receipt of an executed contract.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until March 15, 2023, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

\_\_\_\_\_  
Owner's Initials

  
\_\_\_\_\_  
Consultant's Initials


The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By 

Kevin Shoemake, PE, LEED, AP  
Vice President/Regional Director

By 

Ryan Page, PE  
Project Manager

RWP/sgm

Enclosures: Scope of Services  
General Provisions  
Hourly Schedule

ACCEPTED: \_\_\_\_\_, 2023

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

 \_\_\_\_\_  
Consultant's Initials

**SCOPE OF SERVICES**

Thomas & Hutton shall perform civil engineering services including general consulting, master planning, and mass grading design for Phase 1 of the Golden Corner Commerce Park. The project area is estimated to be approximately 60 acres of the northern portion of the site located in Fair Play, Oconee County, SC.

**1. SCOPE OF SERVICES**

**A. General Consulting Phases**

**1. Project Team Meetings/General Consulting**

The Consultant shall assist Owner, as requested, during the conceptual and design phases of the project based on a mutually agreed conceptual site plan. Assistance may include meetings, assembling documents, responding to questions, review of due diligence documents, preliminary coordination with agencies, responding to RFI's from prospective projects, meetings with prospective state level projects, and feasibility analyses. Services shall be provided on a Time and Expense basis.

**2. Conceptual Master Planning**

Prior to the initiation of the Design Phase, The Consultant will assist the Owner in the development of a Conceptual Site Plan for the project. During the concept phase, the consultant will evaluate the location of proposed buildings on the parcel, re-evaluate proposed grades for the development as the due diligence is delivered from geotechnical and environmental consultants. The conceptual planning will include building location, parking, truck court, trailer parking, stormwater management and access driveways. Services for Conceptual Planning will be billed on a Time & Expense basis.

**B. Design Phase**

**1. Mass Grading Design**

Upon Owner approval of the Site Plan, the Consultant shall prepare mass grading plans for approximately 60 acres of the site. The mass grading plans will include:

- Grading – pad elevations, finish contours, and grading information.
- Temporary Gravel Access Roadway – centerline geometry, stationing, and elevations.
- Drainage – structure location, pipe route and size, inverts and slopes, and pond elevations, including preparation of design calculations.
- Erosion Control – for grading, temporary access roadway, and drainage, system
- Profiles – drainage
- Construction Details – access road, drainage, and erosion control.
- Technical specifications for clearing, earthwork, drainage system, and access roadway.
- Design calculations – storm drainage

\_\_\_\_ Owner's Initials



\_\_\_\_ Consultant's Initials



- Coordinate with Geotechnical Consultant – The Owner will retain a geotechnical consultant to perform subsurface investigations and pavement design for the project. The Consultant will coordinate with the geotechnical consultant regarding needs of the project and preliminary design information for the project.

**C. Permit Phase**

**1. Site Permits**

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- SCDHEC-NPDES Land Disturbance Permit
- SCDOT Driveway Encroachment Permit

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

**2. SCDHEC NPDES Permit**

Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee).
- Develop a construction Stormwater Pollution Prevention Plan (SWPPP) for the SCDHEC application package. This will include a certification that the SWPPP has been prepared in accordance with the General Permit.
- Prepare and submit, as warranted, amendments to the SWPPP.

The Consultant's services for permitting **do not** include:

- Qualified personnel to monitor maintenance of SWPPP measures.
- Continuous monitoring of maintenance of SWPPP measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

**D. Exclusions**

Items **not** included in the scope of services are as follows:

- Survey Phase Services
- Bidding Phase Services
- Construction Phase Services
- Water Improvements

Owner's Initials



Consultant's Initials

- Sewer Improvements
- Roadway Improvements
- Accessibility construction compliance verification
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Off-site work unless specifically covered in the scope of services
- Traffic Analysis or impact study
- Variance exhibits or requests
- Subdivision Platting
- Hardscape Design
- Irrigation Design
- Lighting design or layout
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems
- Fire System Design including Site Fire Lines on discharge side of fire pumps
- Water Pump station and storage tank design
- Regional/Public Pump station and Force main design
- Retaining wall design (if required)

These items can be coordinated or provided, if requested by the Owner in writing.

\_\_\_\_\_  
Owner's Initials



\_\_\_\_\_  
Consultant's Initials

**PAYMENT FOR SERVICES**

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action, and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**OWNER'S RESPONSIBILITIES**

**A. Access**

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

**B. OWNER's Representative**

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the *product*, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

**C. Fees**

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

**CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

**ELECTRONIC FILES**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain, or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

Owner's Initials

Consultant's Initials

**ACCESSIBILITY**

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

**SUBSTITUTIONS**

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

**OPINIONS OF PROBABLE COSTS**

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

**BETTERMENT**

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

**CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**CODE COMPLIANCE**

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written.

Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

**VALUE ENGINEERING**

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

**DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

**LIMITS OF LIABILITY**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$500,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

**TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

Owner's Initials

Consultant's Initials

**ACTS OF OTHERS**

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

**INDEMNIFICATION**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**DISPUTE RESOLUTION**

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful,

CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

**JOBSITE SAFETY**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Delays**

The OWNER agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

**HAZARDOUS MATERIAL**

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**CLIMATE CHANGE**

In no event shall the CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

Owner's Initials

Consultant's Initials

**APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON  
BEHALF OF OWNER**

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

**TERMINATION**

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**SIGNAGE**

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

**AMENDMENT**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

\_\_\_\_\_  
Owner's Initials



\_\_\_\_\_  
Consultant's Initials

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/06/2023



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

**LEGAL S**

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

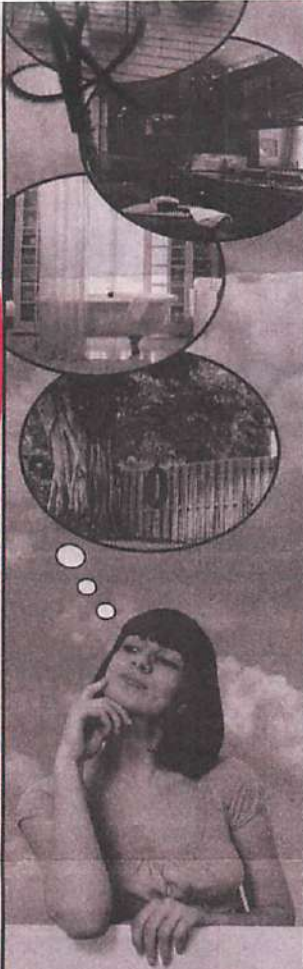
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



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**THE JOURNAL**

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# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
Chairman  
District I

District II

Don Mize  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

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Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.

## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name SCOTT LUSK Scott Lusk  
Address 880 Summers Lane, F Pitt Play, S.C. 29643  
Date 2/5/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Rickie Wood

Address 920 Doc Wood Rd. FairPlay S.C.

Date 2-26-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Kasey Wood

Address 292 W. FairPlay Blvd

Date 2-6-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Montez Wood

Address 190 Lala Dr. Fair Play SC

Date 2-10-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Kathy Wood

Address 260 Mill Creek Rd Westminster Sc

Date 2-6-2023



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Harry Wood

Address 200 Mill Creek Rd Westminster

Date 2-6-2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Shirley Denny

Address Fair Play Boulevard Fair Play

Date 2-10-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Daniel Young Blood

Address 920 Doe Wood Rd

Date ~~02-06-23~~ 02-06-23

FairPlay S.C.

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name ALLEN BROOME

Address 260 Mill Creek Rd, Westminster S.C,  
29693

Date 02-06-2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Stephian Lee

Address W. Fair Play Blvd. Fair Play SC

Date 2-10-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jacob Brown

Address 150 Markin Rd. Westminster, SC. 29693

Date 2-6-22

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Mandy Brown

Address 150 Harbin Rd. Westminster, S.C.

Date 2-6-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Chris Wood

Address 910 Hwy 182

Date Fair Play SC 29643 2-20-23



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Erin Wood

Address 910 Hwy 182

Date Fair Play SC 2-20-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Bruce Wood

Address 1521 Hwy 182 Factor Place

Date 2-14-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Donnie Wood

Address 191 Lola Dr. Fair Play SC

Date 2-10-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Shane Burns

Address 1520 Hwy 182 Fair Play SC

Date 2-14-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Arden Wood

Address 910 Hwy 182 Fair Play

Date 2-18-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Kay Walters

Address 591 Miller Ln Seneca SC 29167

Date 2-3-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Sammy Anderson

Address 1310 Hwy 182 FairPlay Sc

Date 2-14-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jimmy Ward

Address 190 Horseshoe Bend Dr. Fair Play SC

Date 2-14-23



As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Zack Walters

Address 591 Miller Ln Seneca SC 29678

Date March 2018

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Lisa Stone

Address 298 Callahan Rd Westminster SC 29693

Date 02/02/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name James Stone

Address 298 Callahan Rd Westminster SC 29683

Date 2/2/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Serry Power

Address 2166 Hwy 59 Westminster S.C. 29687

Date 1-30-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jarrad Powell

Address 2176 Hwy 59 W88 Lawrence SE

Date 1-30-2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Landon Hollis

Address 151 Bowen Farm Rd Seneca SC 29678

Date 1-30-2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Bryan Leighton

Address 203 Quintana Cir Westminster, SC 29693

Date 01/30/2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Dan Luce  
Address 2165 Hwy 59 Westminster  
Date 1/30/23



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Daniel McPhail

Address 449 Tunner Rd Seneca

Date 1/29/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Marcella Black

Address 221 Smith Dairy Rd. Westminster SC 29683

Date 1-31-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Joe H. Black

Address 221 Smith Dairy Rd. Westminster, S.C. 29693

Date 1-31-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name DeAnn Overholt

Address 131 Bass Dr

Date 1/30/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Cecilia Loanedale 

Address 820 Summers Ln Fair Play SC 29643

Date 4 Feb 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jody Whitfield

Address 3600 Feltman Rd. Fair Play, S.C 29643

Date 2/4/23

As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Sam Curtis

Address 360 Feltman Rd Fair Play SC 29643

Date 7/9/25

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.


Name Jeff Lansdale 

Address 820 Summers Ln Fair Play SC 29643

Date 4 Feb 2023



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address 198 Quail Run Lane Westminster SC. 29693

Date 2/4/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Christine Pace

Address 198 Quail Run Lane Westminster SC 29693

Date 2/4/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name John B. Packer

Address 198 Quail Run Dr.

Date 2-4-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Carlton O'Connell

Address 151 Bass Dr

Date 1/31/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Andrew Lusk

Address 880 Summers Ln, Fair Play

Date 2-21-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jason Violette

Address 322 Feltman Rd, Fairplay

Date 2/20/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Meissa Violette

Address 322 Feltman Rd, Fair Play

Date 2/20/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

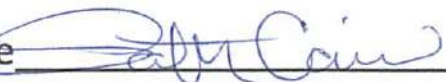
Name Kenny Cain

Address 370 Callahan Rd Westminster

Date 2-4-23



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address 370 Callahan Rd Westminster

Date 2-4-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Stephanie C. Stone

Address 340 Coaly Rd Seneca SC 29678


Date 2-11-23


As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Address

Date

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Marty Pabel

Address 152 Heart Stone Drive Gray

Date 2-2-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Stephanie Nalley

Address 151 Mindaki Dr. Seneca SC 29678

Date 2-9-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Ray Walker

Address

230 Rodgers Rd. Seneca

Date

2/5/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Raymond A. Stone

Address 340 Cody Rd. Seneca SC 29168

Date 2-11-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Jackie Walters

Address

230 Rodgers Pt. Seneca, SC

Date

2/5/23



you and Jackie sign  
this I'll pick it up in  
a couple of days

LIL 7064993252

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Phillip Nalley

Address 151 Minoaki Dr. Seneca SC 29167

Date 2-9-03

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Bill Bowman

Address 3818 Pine Grove Rd. Wrens, SC 29576

Date 2-4-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Tissie Head

Address 3018 Pine Grove Rd. Seneca SC 29678

Date 2/4/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Nathan R. Stone  
Address 231 Cody Rd. Seneca SC 29167  
Date 2-11-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Gillian Lusk

Address 880 Summer Ln

Date 2/5/23

As a concerned citizen of Orange County, I am writing to you regarding the proposed sewer infrastructure project in the farming community of [redacted]. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It is not fair that the community in [redacted] will be forced to pay for the sewer infrastructure and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name William M. JACKSON

Address 847 SUMMERS LN Fair Play

Date 2/5/23



As a concerned citizen of Ocean County, I, the undersigned, request that to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Date

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Heather Q. Dem

Address 350 Tokena Sunset Ln Seneca, SC 29078

Date 2/20/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address Coroner

Date 2/17

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Theresa A. Meyer

Address 175 Tabor Ramp Rd Westminster 29693

Date 2-6-23


As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Richard B. Sutor

Address 806 Barnes Rd. Seneca SC 29672

Date 2-6-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name   
Address West Union, SC  
Date 2/12/22

As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Alvin D Byland

Address 533 Stokes Dr. Seneca, SC

Date 5-FEB, 2003

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Henry Barber

Address Oconee

Date 5/2003



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Kathleen Westerman

Address

802 Barnes Rd Seneca SC 29642

Date

2/6/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Scott Hartney  
Address Seneca, SC  
Date 2/06/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Debra J Lamb

Address 156 Kokomo Way Seneca, SC 29672

Date 2/5/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Address

Date

*James Williams*  
*12345*  
*Feb 15*

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Diana Palmer

Address 107 Cove View Ct, Seneca, S.C.

Date \_\_\_\_\_

As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Robert Fox

Address Seneca SC

Date 2/6/2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Ann E. Nichols

Address 812 Barnes Road Seneca, SC 29672

Date Feb 8, 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name *Peggy Hest*

Address *1111111111, SC*

Date *7/16/23*



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jeru Spic

Address Sewer

Date 2/6/2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Sara S. Kessler

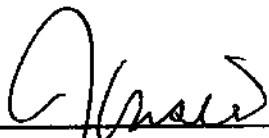
Address 605 Timberwood Court, Seneca 29672

Date 5 February 2023

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Bladys Royer  
Address 813 Barnes Rd  
Date Feb 5, 2023

As a concerned citizen of Oconee County, ,I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address 705 Barnes Rd.

Date Feb 2 2025

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Coleman Branyon

Address 140 Allendr westminster SC

Date 2-16-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Fred Brock

Address 100 Feltman Rd. Fair Play

Date 2-10-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Dawn B. Stone

Address 1861 Hwy 59 Westminster

Date 2.20.2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name John B. Stone

Address 1861 Hwy 59 Westminster

Date 2-20-2023



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Tony Black

Address 242 Smith Dairy Rd Westminster

Date 2-1-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Shannan Black

Address 242 Smith Dairy Rd Westminster, SC 29693

Date 2/1/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Jed M. Stone

Address 340 Cody Road Seneca SC 291678

Date 2-11-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Stephanie Hammonds

Address 105 Nicholson Rd. Westminster, SC 29693

Date 2/4/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Roger M Head  
Address 633 Worley Rd. Westminster SC 29693  
Date 1-30-23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Thomas G. Hoed  
Address 171 Fair Play, S.C.  
Date 1-30-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Mike Head  
Address 990 Hwy 182 Fair Play, SC 29643  
Date 1-30-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Wayne Marshall  
Address 10226 West Oak Hwy Sewer 29678  
Date 1-30-2023



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name LISA MOORE  
Address 10226 West Oak Hwy. Seneca SC 29678  
Date 1-30-2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Teresa Black  
Address 131 Nicholson Rd. Westminster S.C  
Date 2-7-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Clayton Black  
Address 131 Nicholson Rd Westminster S.C  
Date 2-7-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Corey Hammonds

Address 105 Nicholson Rd. Westminster, SC 29693

Date 2/4/23

As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Thomas Boykin / Thos B  
Address 509 West Pine Grove Road, Fair Play SC 29643  
Date 1/28/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name DAVID A. NEAL

Address 721 GLENN FERRY RD. FAIRPLAY, S.C. 296943

Date 1/28/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Deborah Neal  
Address 721 Glenn Ferry Rd Fair Play S.C.  
Date 1/28/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Ashley N Roberts  
Address 517 W Pine Grove Rd Fair Play SC, 29643  
Date 1/28/23



As a concerned citizen of Oconee County, I the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Mike Fran  
Address 315 W Pine Grove Rd Fair Play SC 29643  
Date 1-28-2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address 813 BARNES RD

Date Seneca, SC 29672

2/5/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Stephen Haslup

Address 605 Timberwood Ct. Seneca

Date 5 Feb 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Joe Spicer  
Address Seneca, SC  
Date 2/6/2022

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

David West

Address

Oconee

Date

2/16/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name FRED MICHELS Fred Michels  
Address 812 BARNES ROAD SENECA SC 29682  
Date FEB 8, 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Robin Foss

Address Seneca, SC

Date 2/6/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Bob Palmer

Address 107 Cove View Ct, Sevierville TN

Date \_\_\_\_\_



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Address

Date

Alex Oneston  
West Union, SC  
Feb 10

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

J. BRIAN LAMB

Address

156 KOKOMO WAY, SENECA, SC 29672

Date

2/5/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Theresa Stantley

Address Shreve, Okla

Date 3/06/88

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name James Westerman

Address 802 Barnes Rd Seneca

Date 2/6/2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name

Same

Address

Oconee County

Date

2/20/23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.


Name Elizabeth Ryan

Address 533 Stoker Dr, Seneca

Date Feb 5, 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name 

Address 

Date Feb 10, 2023

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

Name Beggy Skilton

Address 806 Barnes Rd, Seneca, SC

Date 2-6-23



As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

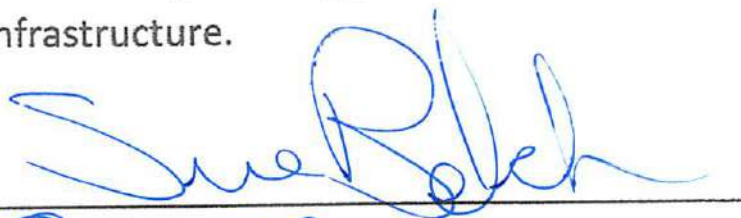
Name Evelyn Kaczkowski

Address 103 Silo Aly, Seneca 29672

Date 2-6-23

As a concerned citizen of Oconee County, I, the undersigned request a halt to sewer south. This project is detrimental to the farming community and invites more farmland to be lost to urbanization. It's continually increasing price tag will be paid for by the community in service and connection fees. Homeowners will be forced to tie into the system with few exceptions. We ask that there be a refocus towards agricultural zoning, farming protections and attention towards existing sewer infrastructure.

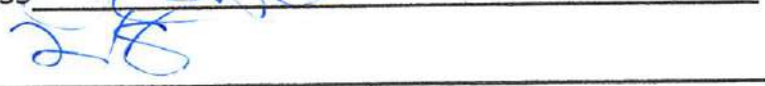
Name



Address



Date



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Name Keri A Unsworth

Address 705 Barnes Rd.

Date 2-5-2023

**Jennifer C. Adams**

---

**From:** Luke Moore <lukemoore6859@gmail.com>  
**Sent:** Tuesday, February 21, 2023 3:30 PM  
**To:** Council Clerk Info  
**Subject:** Council comments 2/21/23

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

**i This message needs your attention**

- No employee in your company has ever replied to this person.
- This is a personal email address.

Report or Mark as Safe Powered by Mimecast

I would like to have this email read tonight during the public comment section.

Councilmen

I would like to ask each of you to vote against the sewer South project at this time. I live in Fairplay and have my ear to the ground with the locals. I am finding the opposition to this project to be over 90% from the residents in Fairplay. There are several reasons for this. One is that there are major concerns over the wording of the documents from the OJRSA. I went to a recent meeting to get clarification on several areas of concern for the farmers and residents of Fairplay. One concern is that the documents read ( as last we have heard) that anyone who has a boundary within 300' of the sewer will be required to hook to the sewer when a septic needs replaced or a new construction occurs. I would like to point out again that if you have to cross another man's land to hook to sewer that it is impossible to force that neighbor to allow his yard to be dug up for the new customer to hook to the sewer. The only option is a court order against the will on the neighbor or eminent domain depending on the situation. Also section 2.4 says that animal excrement could be regulated. What does this mean for farmers? It's way too vague. Another concern is the fact that the Golden corner commerce park is basically the failed previous sewer South. Everything needed to draw customers has been there for years and it hasn't earned back a single dollar for the tax payers of Oconee. Why would doing the same thing at a higher price less than 2 miles away be the golden ticket? We only have the welcome center to be a customer. This will mean the tax payers of Oconee will be on the hook to subsidize this for an unknown length of time at an unknown price. How is this responsible? I ask you all to not pass a project that nobody knows the extent it will effect the people financially. It is irresponsible to the citizens you represent and is unnecessary. I'll stop here as I could go on for an hour. Please vote no at least until this is better understood to the point you could answer questions clarifying all points of concern to those that will be effected by this choice. Thank you.

Luke Moore

## Jennifer C. Adams

---

**From:** Leslie Dockins <lesliedockins1314@gmail.com>  
**Sent:** Tuesday, February 21, 2023 5:31 PM  
**To:** Council Clerk Info

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.



### This message needs your attention

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Good evening can you make a statement to be ready at the council meeting if you can't attend somebody had told me that if so here is my statement I wanted to come but I had to work late and it takes thirty min to get there at least .

Good evening I just wanted to express how I feel about the back and forth on the sewer south the development plan etc. I understand things are going to progress but we can control the way it progress as it stands now the plans the secret meetings of the committee that's suppose to represent the community isn't doing that somewhere along the way they see dollar signs and everything is out the window. I was taught years ago for every action there is a reaction. And that is what you have to live with. In Fair play our farmers no matter if the person. On the side of the road dealing produce out of the back of their truck or big farmer they are the backbone of not just fairplay but the whole county.i think they deserve courtesy and respect.if you develope next to a farm are. These people going to be ok with what comes with it . For example chicken crap I've always been told that the small of money but somebody not raised around it it will make you sick.the farmer can't help it and we need them.i just know history repeats itself think of andersonville what happened there but development was the reason I. Conclusion I think we should step back work for the things such as fixing roads and the youth center using what we have before spending a bunch of money we don't have . Thanks for your time

THOMAS C. ALEANDER  
PRESIDENT OF THE SENATE



POST OFFICE BOX 142  
213 GRESSETTE BUILDING  
COLUMBIA, SOUTH CAROLINA 29202  
(803) 212-6220  
PRESIDENT@SCSENATE.GOV

## Office of the President South Carolina Senate

January 31, 2023

The Honorable John Elliott  
Chairman  
Oconee County Council  
415 South Pine Street  
Walhalla, South Carolina 29691

Dear Chairman Elliott:

I am writing to offer my support to the Rosa Clark Health Center's request to lease the county-owned building located at 1606 East Main Street in Westminster.

The Rosa Clark Health Center is a local organization that has been providing health care to low income, uninsured and underinsured citizens since 1982. Last year the Rosa Clark Health Center served 3,865 patients with 447 of those patients being residents in the Westminster area.

Last year they received a grant designated to increase their capacity and infrastructure. Rosa Clark's Board of Directors has unanimously voted to open a satellite office in Westminster. They need your help.

With your approval to lease this building to Rosa Clark Health Center, an office will open to provide primary care, chronic care management and immunizations for all ages. They will be able to renovate this building and operate without a mortgage. Your favorable decision will allow this organization to put more money into health care services in the Westminster area.

Thank you for your service to the people in Oconee County.

Warm Regards,

  
Thomas C. Alexander



# Oconee County Council Meeting 02/21/2023

## - Thomas Boykin's GCCP Cost Request:

- Original Purchase Price including all closing costs
- Costs of all surveys, studies, plans, consultants, advertising, signage
- Costs paid to Engineering firms and for any reports generated by those firms
- Costs for permits, plans, meetings, hearings, studies (including soil, archeological, site certification etc.), SCDHEC fees and costs and any other costs associated with the *failed* package sewer plant installation at GCCP
- Installation of new water delivery infrastructure to support NFPA fire protection/ suppression codes for industrial facilities if ever located at GCCP in future
- Permits, plans, meetings, hearings, studies, SCDHEC fees, power installation and installation/maintenance/operational costs for the sewer system forced main and support infrastructure from within Golden Corner Commerce Park to the Coneross Creek Wastewater Treatment Plant
- SCDOT costs for road modifications and bridge replacement at Highway 59 and Cleveland Creek
- Gifting of Golden Corner Commerce Park property to Blue Ridge Electric for a substation
- Gifting of deeded easement of property to Central Power for high voltage transmission lines across Golden Corner Commerce Park and separate line to substation
- Gifting of property to Pioneer Water to construct a new water plant
- Note that I have not included the additional costs of the said infrastructure that Pioneer and Blue Ridge customers absorb in their monthly bills to pay for these installations.

## - AFC Resources Studies Series #184

Cultural Resources Assessment of Reidhead Property at Fair Play, Oconee County,  
South Carolina

October 2004

Prepared For: Goldie & Associates, Seneca SC

Prepared By: AF Consultants, Columbia SC

Author: Lesley M. Drucker, PhD, RPA Principle Investigator

Page 22 Section 4.4

*Thomas Boykin*

*febber1958@Bellsouth.net*

*803-270-7622*





# Public Comment SIGN IN SHEET

February 21, 2023

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	✓ Tony Adams	CITIZEN COMPLAINT
2	✓ Marlene Hillaby	<del>Golden Corner</del>
3	✓ Thomas Boykin	Golden Corner Commerce Park
4	✓ Lillian Kusle	Sewer South
5	✓ Gwen McPhail	Sewer & Golden Commerce
6	✓ Andy Whiten	sewer & Golden Corner Com.
7	✓ Justin Ayles	Sewer + Golden Corner
8	✓ Tim Donald	sewer South
9	<del>John Wilson</del>	<del>sewer south</del>
10	<del>Howard Hitter</del>	<del>sewer south</del>
11	✓ Charlie Whitew	Sewer South & Right to Farm
12	<del>Allen Neal</del>	<del>sewer south &amp; Right to Farm</del>
13	<del>Robert Taylor</del>	<del>sewer south &amp; Right to Farm</del>
14		
15	Luke Moore	Email
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.